



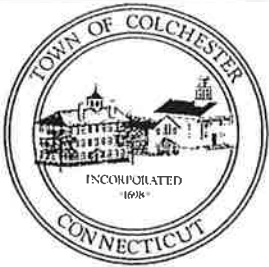
Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**AMENDED
Board of Selectmen Agenda
Regular Meeting @ 7PM
Thursday, May 19, 2016
Colchester Town Hall
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the May 5, 2016 Regular Board of Selectmen Meeting
4. Approve Minutes of the May 17, 2016 Special Board of Selectmen Meeting
5. Approve Minutes of the May 18, 2016 Special Board of Selectmen Meeting
6. Audrie Babineau CT EMS Volunteer Award Recognition
7. Citizen's Comments
8. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
9. Budget Transfers
10. Tax Refunds & Rebates
11. Discussion and Possible Action on Story Walk Installation at Ruby Cohen Woodlands
12. Discussion and Possible Action on Hot Rocks BBQ Food Concession at Summer Concerts Contract
13. Discussion and Possible Action to COTT Systems Contract
14. Discussion and Possible Action on Arcadis Agreement
15. Discussion and Possible Action on Recreation Park Improvement Dedicated Fund
16. Discussion and Possible Action on Sewer and Water Budget FY 16-17
17. Citizen's Comments
18. First Selectman's Report
19. Liaison Reports
20. Adjourn

RECEIVED
COLCHESTER, CT
2016 MAY 17 AM 11:25
TOWN CLERK



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, May 5, 2016
Colchester Town Hall @ 7pm

RECEIVED
COLCHESTER, CT
2016 MAY -6 PM 1:55
COYLE FURSH
TOWN CLERK

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman John Jones.

MEMBERS ABSENT: none

OTHERS PRESENT: Cindy Praisner, JLN Associates Nick Delia and Wayne Gronlund, civic students, and Clerk T. Dean

1. Call to Order

First Selectman A Shilosky called the meeting to order at 7:00 p.m.

2. Additions to the Agenda - none

3. Approve Minutes of the April 21, 2016 Regular Commission Chairmen Meeting

R Coyle corrected #2, last paragraph, 2nd sentence to add "Proposed" 1 ½ water increase.

J Jones moved to approve the Regular Commission Chairmen meeting minutes of April 21, 2016, as amended, seconded by R Coyle. Unanimously approved. MOTION CARRIED

4. Approve Minutes of the April 21, 2016 Regular Board of Selectmen Meeting

R Coyle corrected #14 to remove "stated" after Shilosky and before reported.

R Coyle moved to approve the Regular Board of Selectmen meeting minutes of April 21, 2016, as amended, seconded by J Jones. Unanimously approved. MOTION CARRIED

5. Citizen's Comments

D Dander commented on the April 7, 2016 meeting minutes regarding Chatham Health. Distributed a letter to the Board which he read (attached). Also commented on the executive session portion of the April 7th meeting.

6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

a. Youth Advisory Board – Resignation of Tricia Dean

S Soby moved to accept, with regret, the resignation of Tricia Dean as member of the Youth Advisory Board, seconded by R Coyle. Unanimously approved. MOTION CARRIED

7. Budget Transfers - none

8. Tax Refunds & Rebates

R Coyle moved to approve tax refund in the amount of \$20.90 to Jerome Thompson 3rd or Jerome Thompson Jr., seconded by S Soby. Unanimously approved. MOTION CARRIED

9. Discussion and Possible Action on the Competitive School Readiness Application

S Soby asked why the grant paperwork was not available for review, as he was not comfortable approving without seeing documentation. C Praisner stated the packet wasn't completed, as she is waiting for state notification on implementors, and that the submittal date is 5/20. S Soby stated the Board can do a special meeting via conference call to approve once they see the documents. Requested to receive documentation by 5/11 for the Board to review.
NO ACTION

10. Discussion and Possible Action on the Quality Enhancement Grant Application

Documentation also not received for this application for review. NO ACTION

11. Discussion and Possible Action to Accept the 2 Generational Pilot Project Grant Funds

Documentation also not available for review. NO ACTION

12. Discussion on JLN Associates Colchester Hayward Fire Department Strategic Plan

Nick Delia, Project Lead, would like feedback from the Board regarding SWAT analysis and their views on strengths, weaknesses and threats. Conducted a similar exercise with the Fire Dept./EMT personnel, as well as the Chief and Deputy Chief of the Fire Dept. The Board indicated they were not aware this was the plan of JLN for the evening and they were expecting an update on the strategic plan. R Coyle asked that they frame the conversation for a future meeting by giving the Board general questions to think up on before meeting next.

13. Discussion and Possible Action on Police Department Grant Opportunity

A Shilosky stated that there is quite a bit of paperwork to be done with this grant and the cost factor would be expensive. R Coyle stated that a discussion can't take place without presenting a financial analysis, along with how to incorporate the final package into the budget. S Soby stated a plan for utilizing the additional officer is needed and how it would fit into current staffing needs. NO ACTION

S Soby requested a work flow analysis for the Police Department office.

14. Discussion on Security System Policy

S Soby stated a draft policy that clearly states policy and procedure for use of the security system is needed for the Board to review before input. Once a draft is completed for Board review, it will be held in executive session for discussion due to the nature of security.

15. Citizens Comments - none

16. First Selectman's Report

A Shilosky reported that the town is talking with a developer about 55+ affordable housing and a possible grocery store.

17. Liaison Reports

R Coyle reported on the WJJMS Building Committee – discussed roofing options of re-roofing existing or new, no significant difference and warranty is the same. Discussed having exploratory work on infrared scans. K Jackson will be involved in the PO. Committee also discussed interior design overview, abatement and demolitions, and commissioning agent. Hope to start demolition by July 1st. Project manager discussed phases of construction. Attended Senior Center Volunteer Luncheon (attachment). Meals on Wheels being cut back, also looking for more volunteers to deliver meals.

S Soby stated KX continues to work with QVEC on an orderly transfer. He is on a list to receive agendas and minutes to keep apprised on progress and updates.

Health District – hired Don Mitchell as Director, with a one-year contract that includes performance measures. Back on the right path with the State Department Public Health.

Planning & Zoning special meeting and regular meeting – approved change request to project on Rte 149 & 16. Approved expansion plans for Alpha Q. Approved zone change for parcel on Old Hartford Rd for commercial development. Approved four regulation changes.

D Mizla reported on Charter Revision – Discussed time line and deadlines. Plan is to be finished by May 2017 and present on suggested changes. Two public forums will be planned for public input. Should be done with suggested changes by Sept 2017 to be included on the 2017 November ballots.

Recreation Field Sustainability – recapped at last meeting with a time frame for the commission. Draft with short and long term recommendations to present to the Board. Field use is currently at 80-100%. D Mizla submitted to clerk, Proposed Recreation Park Improvement Dedicated Fund draft language to forward to Board members (attached). C Ferrante will be resigning as chairperson effective June 6th due to relocating.

S Soby stated that the town is well served in legislation by delegates Art Linares, Linda Orange and Melissa Ziobron.

17. Adjourn

J Jones moved to adjourn at 8:00 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Attached: D Dander Letter & FOIA Executive Session web information submitted by D Dander
Senior Center Volunteer Luncheon – Statistics
Proposed Recreation Park Improvement Dedicated Fund Draft Language

Respectfully submitted,

Tricia Dean, Clerk

May 5, 2016

Dear members of Colchester's Board of Selectmen and members of the Chatham Health District's Board of Health,

It is my belief that Chatham Health District's Public Hearing held April 28, 2015 to amend the Chatham Health District Food Service Ordinance (*attached*) was not properly warned as required by Colchester's Town Charter. Health Director, Don Mitchell and Colchester's Assistant Town Clerk, Joan Campbell both confirmed that there was not a public notice placed in a local newspaper, warning of that April 28, 2015 Public Hearing regarding proposed amendments to Chatham Health District Food Service Ordinance (*attached correspondence between myself, Mr. Mitchell and Ms. Campbell*).

- ❖ Per state statute (*below*), Chatham Health District has a requirement to perform the duties previously borne by the Town of Colchester and its former Health Department.

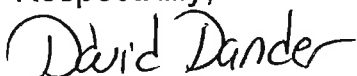
Connecticut General Statutes Section 19a-241 cites requirements of health districts when it states, " The affairs of any such district department of health shall be managed by a board, which shall have all the duties exercised or performed immediately prior to the effective date of the creation of such district by directors of health or boards of health of the municipalities..." (*attached CGS Section 19a-241*).

- ❖ Colchester's Town Charter requires a warning in a local newspaper at least 10 days prior to any hearing to amend or enact ordinances, including amendments to Colchester's Health Ordinance. (*attached Colchester's Town Charter, Section C-403, Limited Power to Adopt Ordinances*).
- ❖ Colchester's Town Charter requires that abolished or modified boards and departments (*the former Colchester Health Department, previously governed by Colchester's Board of Selectman*) continue to hold their respective duties in accordance with the Town Charter, until provisions are made for the transfer or modifications of these duties. (*attached Colchester's Town Charter, Section C150, Transfer of Power*).

I believe that not properly publishing a warning (*in a local newspaper*) of Chatham Health District's April 28, 2015 Public Hearing to amend its Food Service Ordinance, results in a breach of Colchester's Town Charter. As such, the deliberations and actions at that Public Hearing last April by Chatham Health District's Board are questionable, if not invalid.

As a citizen of the town of Colchester, served by the Chatham Health District, I'm requesting that the Town of Colchester and the Chatham Health District Board of Health act to reconcile what I believe is a breach of Colchester's Town Charter, in order to legitimize the Health District's Food Service Ordinance and regulations.

Respectfully,



David Dander
Colchester, CT

FOOD SERVICE ORDINANCE

PURSUANT TO THE PUBLIC HEALTH CODE OF THE STATE OF CONTECTICUT AND RELEVANT STATE STATUTES AND BY THE TERMS OF THIS ORDINANCE, THE FOLLOWING ORDINANCE VOIDS ANY EXISTING MUNICIPAL FOOD SERVICE ORDIANCE, AND BECOMES EFFECTIVE JANUARY 1, 2003:

SECTION I - Definitions

As used in this ordinance, the following terms shall have the meanings indicated:

1. FOOD Any raw, cooked or processed edible substance, drink or ingredient, including ice, used or intended for use, in whole or in part or otherwise handled for human consumption.
2. FOOD ESTABLISHMENT Any place, fixed or mobile, where food intended for human consumption is manufactured, prepared, stored, offered for sale, sold, served or given to the public or handled in any other manner for public use, regardless of whether consumption is on or off the premises or whether there is a charge for the food including, food stores, itinerant vendors, and caterers. The term does not include private homes where food is prepared for individual family consumption, or a bed-and-breakfast operation that prepares and offers food to the guests if such operation is owner occupied, has a total occupancy load of no more than 16 persons, does not provide for cooking or warming food in the guest rooms, and breakfast is the only meal served.
3. FOOD VENDING MACHINE A device automatically operated to supply food without the direct supervision of a human being.
4. DIRECTOR OF HEALTH The District Director of Health for the Chatham Health District or the Registered Sanitarian, who is his/her authorized agent, who shall enforce this ordinance.
5. CERTIFIED AGENT One who has been certified by the State of Connecticut for food establishment inspections.
6. SEASONAL ESTABLISHMENT A food Establishment which is seasonal in nature, i.e., not to exceed a six month duration in any given year.
7. TEMPORARY FOOD SERVICE ESTABLISHMENTS Food establishments that may operate in the Chatham Health District at fixed locations for periods not to exceed fourteen (14) days in any thirty (30) day period, in connection with a carnival, circus, public exhibition, festival, or similar transitory gathering.
8. HAZARD ANALYSIS An evaluation of food handling operations to identify points of potential product contamination and an assessment of the adequacy of hot processing and hot and cold storage methods for foods.

Section II - Food Service Establishment Classification

The director of health or his/her authorized agent shall classify each food service establishment at the time of licensure, licensure renewal, or other registration with the director of health.

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Chatham Health District Forms / Fees

Chatham Health District Fees

[Application for General Service 3](#)

[Application for Community Health Services](#)

To use Online Forms you will need to install Adobe Reader

If you do not already have Adobe Reader
you may download it for free by clicking this icon



Forms Marked (Online Submission Available) will automatically download when you click the link.
Open the file in Adobe Acrobat Reader. Browser reader plugins are not supported at this time.

Food Service Forms

[Chatham Health District Food Service Ordinance](#)

[Food Establishment Plan Review Application](#)

[Food Service License Application](#)

[Temporary Event Directions](#)

[Temporary Event Application](#)

[Farmers Market Temporary Permit Application](#)

[Farmers Market Reference Guide](#)

[Food Vending Plan Review Application](#)

[Alternate Person in Charge Demonstrated Knowledge Statement](#)

[Employee Training Sheet](#)

Septic Forms

[Application to Construct or Repair Sewage Disposal System](#)

[B100a Review \(for Building Permits\)
\(Online Submission Available\)](#)

[Permit to Discharge Application for SSDW](#)

[Septic Tank Cleaning Permit
\(Online Submission Available\)](#)

[Licensed Cleaner Registration Registered Cleaner List](#)

[Waste Water Pumping and Permit to Discharge Regulation](#)

[Frequently Asked Questions](#)

[Pump Out Database](#)

[Other Waste Water Discharge Registration Form](#)

Search Mail

Search Web

David

Account Info

Go

Sign Out

Home

Inbox Contacts Notepad Calendar

Compose Delete Reply Reply All Forward Actions Apply Previous Next

Check Other Mail

AOL_Mail

Inbox (898)

Drafts (174)

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Notes

SFT (4)

Shoreline Stin...

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Sponsored



aarp.thehartford.com
You Deserve Better Auto Insurance



Fisher Investm...
Sponsored

Beware of Annuities!
If you have a \$500K portfolio & own an annuity,

Re: Legal Notice of Public Hearing to amend or dinance

From: "Don Mitchell" <don.mitchell@chathamhealth.org>
To: "David Dander" <ddander@sbcglobal.net>
Cc: "jcampbell@colchesterct.gov" <jcampbell@colchesterct.gov>

Full Headers Printable View

Dear Mr. Dander,
I cannot confirm the publication of the notice 10 days before the meeting at this point though I know it had been a general (unwritten) policy to do so. Ms. Campbell may be better able to answer if this is a requirement under the FOIA. Even if it were not it is just good policy. The section of General Statutes you quoted does not mean (in my understanding) what you think it means. It addresses that powers that towns had are powers that districts now have. I do know that in an effort to reach as many food service establishments as possible, we emailed those for which we had email addresses. We sent the proposed regulation highlighting changes and itemizing them on another attachment. I hope you understand that I'm only telling you what I know. Going forward you raise a good issue I will explore. I will try to schedule a Freedom of Information Act training for District employees and put forth a policy for the District regarding such notices. In the next couple of months I hope to form a food advisory group with both staff and industry professionals such as yourself. The intent will be to work cooperatively on issues of concern from either side in the spirit of improving communication and making the inspectional process more beneficial to both sides. Please let me know if you would be interested in being part of such a group.
Sincerely,
Don Mitchell

From: David Dander <ddander@sbcglobal.net>
Sent: Monday, February 22, 2016 5:08 PM
To: Don Mitchell
Cc: jcampbell@colchesterct.gov
Subject: Legal Notice of Public Hearing to amend ordinance

Dear Mr. Mitchell,

Thank you again for your explanation regarding the confusion and delay surrounding my application for a health license renewal for calendar year 2016.

As you requested, I am contacting you to let you know what I discovered from the Colchester Town Clerk today, regarding the warning of the public hearing held last April 28th to amend the Chatham Health District Food Service Ordinance. As you know, the amended Chatham Health District Food Service Ordinance was not updated on your website until January 14th, 2016, thus the confusion.

You are correct that the town clerk received the agenda for that meeting with the time prescribed for warning a meeting. The Clerk sent me the agenda with a date stamp of April 23, 2015 (attached).

However, there was no record by the Town Clerk of a public notice being placed in the local newspaper at least 10 days prior to the Public Hearing on amending Chatham Health District Food Service Ordinance. This is a requirement per Colchester's Town Charter (specific to the BOS). I believe that this same requirement is necessary for the Chatham Health District to amend an ordinance, per the duties of District Board of Health as the outlined in Connecticut General Statutes Section 19a-241.

Can you tell me if the Chatham Health District published any legal notice in local newspapers warning of this meeting and if not, what the position of the health district is regarding my interpretation of the requirement to publish a legal notice of this public hearing?

I've attached an excerpt from Colchester's Town Charter, together with the text of Connecticut General Statutes Section 19a-241. I've also copied Joan Campbell, Colchester's Assistant Town Clerk who helped me today.

Thanks for your attention to my questions.

Sincerely,

Member guarantees include quality service at a fair price.

Angie's list
Home is where your heart is.

Get Started

For eligible members on qualified purchases

Dave Dander

On Sat, 2/20/16, David Dander <ddander@sbcglobal.net> wrote:

Subject: Re: Chatham Health District 2016 Vendor's License Application
To: "ddander@sbcglobal.net" <ddander@sbcglobal.net>, "Jim Karrenberg" <jim.karrenberg@chathamhealth.org>
Cc: "Tina Lanzi" <tina.lanzi@chathamhealth.org>, "Don Mitchell" <don.mitchell@chathamhealth.org>, "Steve Knauf" <steve.knauf@chathamhealth.org>
Date: Saturday, February 20, 2016, 2:33 PM

Dear Mr. Karrenberg,

Thank you for your email. Please see the attached documents and thank you in advance for your attention to my questions and request.

Sincerely,
Dave Dander
New England Soft Serve
Colchester, CT

On Fri, 2/19/16, Jim Karrenberg <jim.karrenberg@chathamhealth.org> wrote:

Subject: Chatham Health District 2016 Vendor's License Application
To: "ddander@sbcglobal.net" <ddander@sbcglobal.net>
Cc: "Tina Lanzi" <tina.lanzi@chathamhealth.org>, "Don Mitchell" <don.mitchell@chathamhealth.org>, "Steve Knauf" <steve.knauf@chathamhealth.org>
Date: Friday, February 19, 2016, 9:35 AM

Hello David,

I have reviewed your submitted Chatham Health District Food Service License Application for a Vendor for calendar year 2016 and I have the following items that needs to be address for approval of this license:

Your submitted application is not the current Chatham Health District Food Service License Application for 2016. Please see the attachment which is the current application, fill out and submit back to the Chatham Health District with the following requested items listed below:

You submitted Check # 5979 for the amount of \$50.00. The Vendor or as noted on the current application as 'Mobile Food Unit' fee is \$100.00. Please submit an additional \$50.00 fee to cover the remaining balance; We need to know where you are obtaining your potable water for use in the trailer. Please note that on your application.

If I can be of assistance, I can be reached at jim.karrenberg@chathamhealth.org or by phone at 860-537-7214.

Sec. 19a-241. (Formerly Sec. 19-106). Formation of district departments. Board. (a) Towns, cities and boroughs, by vote of their respective legislative bodies, after a public hearing, may unite to form district departments of health, which shall be instrumentalities of their constituent municipalities. The affairs of any such district department of health shall be managed by a board, which shall have all the duties exercised or performed immediately prior to the effective date of the creation of such district by directors of health or boards of health of the municipalities and which shall exercise all the authority as to public health required of or conferred upon the constituent municipalities by law and shall have the powers of the district set forth in section 19a-243. Towns, cities and boroughs may, in like manner, join a district department of health previously formed with the approval of the board of such district.

§ C-403. Limited power to adopt ordinances.

A. The Board of Selectmen shall have the power to enact, amend and repeal ordinances only for the following purposes:

- (1) To incorporate any nationally recognized code, rules or regulations, which have been published or any code officially adopted by any administrative agency of the State of Connecticut, or any portion thereof, provided upon adoption of any such code, rules or regulations, copies of such shall be maintained and made available to the public in the office of the Town Clerk or in the office of the Town department directly responsible for enforcing such code, rules or regulations and in the public library; and

B. No ordinance shall be acted upon by the Board of Selectmen pursuant to this section until a public hearing concerning such ordinance shall have been held by the Board of Selectmen. Notice of such public hearing shall be given at least 10 days in advance by publication of a legal notice in a newspaper having a general circulation in the Town and by posting a notice in the office of the Town Clerk. Copies of any such proposed ordinance shall be available to the public in the office of the Town Clerk at least 10 days prior to the date set for the public hearing. If substantive changes, as determined by Town counsel, are made to the proposed ordinance after the public hearing, a second public hearing shall be held prior to final action by the Board of Selectmen.

§ C-1507. Transfer of power.

All commissions, boards, departments and offices which are either abolished or modified by this Charter, or any amendment thereto, shall continue to hold their respective duties and powers until such time as provision shall have been made for either the transfer or the modification of these duties and powers in accordance with the terms of this Charter or any amendment thereto. All members of appointed and elected boards whose positions are either abolished or modified by this Charter, or any amendment thereto, shall continue to hold their respective duties and powers until such time as provision shall have been made for either the transfer or modification of these duties and powers in accordance with the terms of this Charter or any amendment thereto.

Source: Connecticut General Assembly website (hyperlink below); and 1st result from a search on that website of "Executive Session".

<https://www.cga.ct.gov/2010/rpt/2010-R-0130.htm>

March 5, 2010

2010-R-0130

EXECUTIVE SESSIONS

By: Kristin Sullivan, Principal Analyst

You asked for a summary of the procedure public agencies must follow under the Freedom of Information Act (FOIA) for conducting executive sessions.

Summary: FOIA generally requires all public agencies to open their meetings, hearings, and other proceedings to the public. However, it specifies limited circumstances under which members, by a two-thirds vote of those present, may conduct proceedings behind closed doors in executive session. The reason or reasons for entering into executive session must be stated at the public meeting. And any vote resulting from discussion during an executive session must occur during the portion of the public meeting.

Reasons: Executive sessions may be held to discuss:

1. individual officers or employees (unless the officer or employee asks for a public hearing);
2. strategies and negotiations about pending claims or pending litigation involving the agency or a member;
3. security matters;
4. real estate transactions by a political subdivision when publicity would likely cause a price increase; or
5. any matter that would result in disclosing a public record that is exempt from disclosure (CGS § 1-200(6)).

FOIA specifically prohibits an agency from calling an executive session to receive or discuss oral communication that would be protected by attorney-client privilege if the agency were a nongovernmental entity. But the agency may do so if it needs to discuss the communication for any of the purposes listed above. It may also invite people to present testimony or opinions, but their attendance must be limited to the time necessary to make their presentation (CGS § 1-231).

Procedure: An executive session may convene if two-thirds of the agency members attending a public meeting vote to close it for one of the reasons listed above. The reason or reasons for entering into executive session must be stated at the public meeting. If the public meeting's primary purpose is to enter into executive session, its agenda must be filed like any other—24 hours in advance—and indicate the anticipated executive session (CGS §§ 1-225(c) and (f)).

Business or discussion during an executive session must be limited to the subject(s) covered by the vote to close a portion of the meeting (CGS § 1-231). Any vote on topics

discussed during the executive session must be taken during the public portion of the meeting (see Docket #FIC 2005-590).

The public meeting minutes must include the (1) reason for entering into executive session, (2) vote to convene, and (3) votes on any other issue. The executive session minutes must include the names of each attendee, excluding job applicants whom the members interview (CGS §§ 1-225(a) and 1-231).

KS:df

(CGS § 1-200(6)). "Executive sessions" means a meeting of a public agency at which the public is excluded for one or more of the following purposes:

- (A) Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting;
- (B) strategy and negotiations with respect to pending claims or pending litigation to which the public agency or a member thereof, because of the member's conduct as a member of such agency, is a party until such litigation or claim has been finally adjudicated or otherwise settled;
- (C) matters concerning security strategy or the deployment of security personnel, or devices affecting public security;
- (D) discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned; and
- (E) discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1-210.

Subsec. (b): Cited. 201 C. 685. Cited. 230 C. 441. Cited. 231 C. 922. Section must be construed to contemplate a bifurcated grievance hearing; judgments of appellate court in *Waterbury Teachers Assn. v. Freedom of Information Commission*, 42 CA 700 reversed. 240 C. 835. Cited. 19 CA 352. Cited. 42 CA 402. Grievance hearings involve "negotiations with respect to collective bargaining" pursuant to the statutory exception of the section. Id., 700; judgment reversed, see 240 C. 835. Grievance arbitration hearings before Board of Mediation and Arbitration are not public meetings within the meaning of the section. 43 CA 133. Gathering of Republican members of board of aldermen attended by persons other than Republicans was not a caucus under this subsection but a public meeting subject to the notice and record requirements of sections 1-7 to 1-21k. 36 CS 117. When members of a public agency who are of the same political party gather for the limited purpose of discussing and deciding the party's position on matters to come before the agency, that gathering is a caucus under this subsection. Id. Cited. 39 CS 56. Cited. 42 CS 84.

Rosemary Coyle

From: Patty Watts [seniorcitizens@colchesterct.gov]
Sent: Thursday, May 05, 2016 4:05 PM
To: Rosemary Coyle
Subject: Re: statistics from Volunteer Luncheon

For 2015, senior center volunteers logged a combined 5269.25 hours, which equates to the hours of nearly 3 extra full time staff members. When calculated at the state minimum wage, it saves the Town \$50,584.80 in labor. Yay volunteers!

Patty

*Patricia A. Watts
Director of Senior Services
Municipal Agent for the Elderly
Town of Colchester
95 Norwich Ave.
Colchester, CT 06415
phone-860-537-3911
fax-860-537-5574*

From: Rosemary Coyle <rosemarycoyle@sbcglobal.net>
Sent: Thursday, May 5, 2016 3:44:14 PM
To: Patty Watts
Subject: statistics from Volunteer Luncheon

At the luncheon, you stated numbers of volunteer hours and other statistics appropriate to volunteers. Do you have those handy that I could share with BOS tonight?

Proposed Recreation Park Improvement Dedicated Fund

DRAFT LANGUAGE

Said fund shall be used for the exclusive benefit for the improvement of the condition at the recreation complex or any park facility utilized under the jurisdiction of the Board of Selectmen and advised upon by the Parks and Recreation Commission. Said Fund shall be allowed to accumulate from fiscal year to fiscal year, and may not be utilized to balance the annual operational budget of the Town.

Said Recreation Park Improvement Dedicated Fund may receive revenue from any of the following sources: 1) Donation or Foundation Funding; 2) Grant Award Proceeds; 3) Governmental Appropriation; 4) User Fee Collection; 5) Investment Earning and/or Interest; 6) Any Inter-Governmental Transfers; and other means that may be determined by proper legal authority in the future.

Said Recreation Park Improvement Dedicated Fund shall have expenditures for the following purposes only: 1) Capital Improvement Projects located within the Recreation Complex or any Park Facility- including materials and/or labor to conduct said projects; 2) Technical Expertise and or Consultant Services in regard to the Recreation Facilities or Field Construction; 3) The acquisition of property for new park and/or recreation purposes; 4) Any non-recurring expenditures incurred for park or recreational purposes; 5) Specialized equipment necessary for the maintenance of park or recreational facilities, 6) Any enhanced park or recreational facilities or field materials as determined eligible for funding as defined below.

Said fund expenditures can only be appropriated by a motion from the Board of Selectmen, as recommended by the Parks and Recreation Commission. The Town shall not utilize the Recreation Park Improvement Dedicated Fund for normal operating expenses or routine maintenance, nor reduce its Parks and Recreation or Grounds Maintenance budget to reflect any Recreation Park Improvement Dedicated Fund monies that the Town expends.



OFFICE of the FIRST SELECTMAN

Proclamation

to
Audrie Babineau


WHEREAS, I congratulate you on receiving the Connecticut EMS Volunteer of the Year Award; and

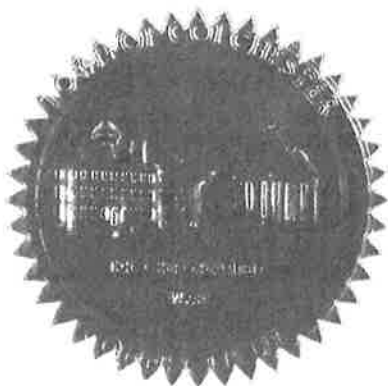
WHEREAS, This award recognizes your dedication to the service of others in our community; and

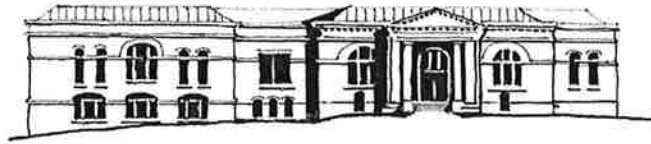
WHEREAS, Colchester commends your tireless efforts volunteering for the Colchester Hayward Fire Department and your impact on the community; and


THEREFORE, I, Art Shilosky, First Selectman of the Town of Colchester, do hereby proclaim and acknowledge your accomplishments and congratulate you on your achievement.

Dated this 19th day of May, 2016


Art Shilosky
First Selectman





Cragin Memorial Library
8 Linwood Avenue
Colchester, CT 06415
860-537-5752  Fax: 860-537-4559

To: Board of Selectmen, Town of Colchester
From: Kate Byroade, Library Director
Date: May 19, 2016
Re: StoryWalk™ Installation at Ruby Cohen Woodlands

Background:

The Cragin Library, in partnership with C3, the Colchester Garden Club, and the Colchester Land Trust, proposes the installation of a StoryWalk™ at the Ruby Cohen Woodlands. A StoryWalk™ is an outdoor installation of a children's book along a trail for families to enjoy to promote family reading and exercise. New stories will be installed approximately every month through November and then begin again in the Spring of 2017. Pending approval of the plan, Colchester's first story should be installed by Memorial Day weekend.

StoryWalks™ began in Vermont and have been replicated throughout the country with success. The attached packet provides full details of the StoryWalk™ planned for Colchester. Our group has worked with Director of Public Works Jim Paggioli to ensure ease of mowing and appropriate care for the installation.

The StoryWalk™ will be funded through an initial grant from C3, in-kind donations from Home Depot, and volunteer assistance from members of the Colchester Garden Club and Colchester Land Trust. Future sponsorships for the purchase of StoryWalk™ books will be open to community organizations. Ongoing maintenance will be shared with the Public Works Department through their usual mowing and by C3, the Cragin Memorial Library, and the Colchester Garden Club.

Recommendation:

Approve the installation of a StoryWalk at the Ruby Cohen Woodlands.

Motion:

To accept the StoryWalk™ proposal, including installation at the Ruby Cohen Woodlands.

Proposal for Implementation of
StoryWalk™
at
Cohen Woodlands

Presented by:

Cragin Memorial Library
Colchester Children's Collaborative (C3)
Colchester Garden Club (CGC)
Colchester Land Trust (CLT)

May 19, 2016

Colchester StoryWalk™

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Colchester StoryWalk™

What is a StoryWalk™?

“StoryWalk™ is an innovative and delightful way for children — and adults! — to enjoy reading and the outdoors at the same time. Laminated pages from a children's book are attached to wooden stakes, which are installed along an outdoor path. As you stroll down the trail, you're directed to the next page in the story.”

Source: <http://www.kellogghubbard.org/storywalk>

A StoryWalk™ is a way to combine physical activity with literacy. It is an innovative way to get people of all ages out walking while reading children's picture books. Pages of a book are transformed into signs that are then laid out on a trail inviting families, children, caregivers, teachers and others to follow the path of pages.

StoryWalk™ was created by Anne Ferguson in Montpelier, Vermont, when she worked for the Vermont Department of Health. Anne was thinking about ways to prevent or lessen the impact of chronic disease on adults and children by increasing physical activity. She wanted to find something that was fun for families to do together in natural settings. In the fall of 2007, Anne partnered with the Vermont Bicycle and Pedestrian Coalition and the Kellogg-Hubbard Library to create a collection of StoryWalk™ books.

“I started the project as a way to promote physical activity, early literacy, and family time together in nature. I wanted to create something that would involve parents and other grownups along with children that would be fun and draw people outside to enjoy parks and trails and fresh air! I have been pleasantly surprised to see how people of all ages enjoy a StoryWalk.” - Anne Ferguson

Source: http://www.bostonchildrensmuseum.org/sites/default/files/pdfs/rtt/storywalk/storywalk_v3web.pdf

The goal of the StoryWalk™ is to help build children's interest in reading while encouraging healthy outdoor activity for both adults and children. StoryWalks™ have been installed in 50 states as well as 11 countries including Germany, Canada, England, Bermuda, Russia, Malaysia and Pakistan.

Colchester StoryWalk

What is a StoryWalk™?

StoryWalks™ are gaining popularity in Connecticut whether at outdoor parks and trails, storefront windows, or within a municipal building. Here is a sampling:

- Greenwich - Senior Girl Scout Sophia Ferraro completed her Girl Scout Gold Award project by creating a StoryWalk™ that teaches young children how to behave in the outdoors. The StoryWalk™ occupies a half-mile trail in Babcock Preserve, a 300-acre forested preserve owned by the Town of Greenwich on North Street.
- Hartford Public Library - various locations in Hartford in 2015-2016
<https://www.nyla.org/max/userfiles/YSS/storywalkpresentation.pdf> (page 20)
- Wallingford Public Library and the Kohler Environmental Center have story walks at Choate Rosemary Hall
- Putnam - StoryWalk™ was placed on the River Trail, a popular and scenic walking route <http://www.ct.gov/dot/LIB/dot/documents/dbikes/106.pdf>
- North Haven - *The One Town, One Book Project*. Daytime Gardeners of North Haven partnered with the Library Association, local Boy Scouts, and Historical Society setting up two trails - town green and a trail in Peter's Rock Park.
- Colchester – In 2015, the Cragin Memorial Library had an indoor StoryWalk™ set up at the library.

Colchester STORYWALK

Benefits of a StoryWalk™ for Colchester

“In the last two decades, childhood has moved indoors. The average American boy or girl spends just four to seven minutes in unstructured outdoor play each day, and more than seven hours each day in front of an electronic screen. This shift inside profoundly impacts the wellness of our nation’s kids. Childhood obesity rates have more than doubled the last 20 years; the United States has become the largest consumer of ADHD medications in the world; and pediatric prescriptions for antidepressants have risen precipitously. Our kids are out of shape, tuned out and stressed out, because they’re missing something essential to their health and development: connection to the natural world.”

Source: <http://www.nwf.org/What-We-Do/Kids-and-Nature/Why-Get-Kids-Outside/Health-Benefits.aspx>

STORYWALK™ aligns perfectly with the *No Child Left Inside* philosophy that stresses the vital importance of reconnecting children and the natural world.

There are a wide range of benefits associated with the implementation of a StoryWalk™ in Colchester:

- Fun and easy physical activity in a nature setting
- Promotes reading/literacy
- Creates quality family time opportunity
- Builds community through the involvement of different groups and volunteers working together
- Increases visibility for Cohen Woodlands as a outdoor recreation destination
- Increases appreciation for our town’s natural resources

Colchester StoryWalk™

Partner Organizations

A number of local organizations and the Cragin Memorial Library have been researching and considering a StoryWalk™ project for some time. Recently these groups met and are now partnering to develop and deliver a StoryWalk™ for Colchester.

Cragin Memorial Library

Kate Byroade, Library Director

Jennifer Rummel, Children's and Young Adult Services Librarian

Colchester Children's Collaborative (C3)

Cindy Praisner, Early Childhood Coordinator

Dawn LePage, Assistant to Coordinator

Colchester Garden Club (CGC) *

Katherine M. Kosiba, President

Colchester Land Trust (CLT) *

Cathy Shea, Board Member

* Includes Community Wildlife Habitat of Colchester initiative; Colchester is a certified Community Wildlife Habitat through the National Wildlife Federation since 2010. This project would provide points for ongoing annual recertification requirements.

As the project continues, other community groups will be welcome to join the StoryWalk™ project team.

Colchester StoryWalk™

Proposed Location

The preferred location for the Colchester StoryWalk™ is Ruby and Elizabeth Cohen Woodlands on McDonald Road. Several possible outdoor locations were considered for the Colchester StoryWalk™ site (e.g. Cragin Memorial Library, RecPlex, Town Green, others) and discarded for a variety of reasons. Cohen Woodlands is an easy to reach outdoor destination being approximately 2 miles from the center of town.

Ruby and Elizabeth Cohen Woodlands is 206+ acres of open space, marshland, 3 short hiking trails, two ponds, marsh viewing area, gazebo and grassy picnic area. The park is used by individuals, families, and community groups for personal and educational pursuits (Boy and Girl Scouts, Colchester Land Trust hikes, Colchester Garden Club activities, and more). The local schools have used the park as an educational field trip destination as well as for outdoor educational projects. The park has been used for a variety of Parks and Recreation Department events.

There is a 2 sided-3 panel board built as an Eagle Scout project and intended to be used for information about the park and other educational material. Over the years, Eagle Scout projects have created the hiking trails with the most recent one added on the acquired Moroch property. An Advanced Master Gardener project in partnership with the Colchester Garden Club and Colchester Public Works Department is reclaiming and expanding a former butterfly garden to create the Cohen Woodlands Butterfly-Pollinator Garden. This is being designed as a learning garden and will have plant signage, an educational display on one of the 6-panel boards, and a garden brochure. Already three garden talks are planned for groups at the garden in August 2016 including a Colchester Land Trust “Discover Colchester” hike and Connecticut Master Gardener Association Board visit. The Connecticut Master Gardener Association has awarded three Master Gardener grants to the Cohen Woodlands Butterfly-Pollinator Garden project (2014, 2015 and 2016).

The Cohen Woodlands property was certified in 2009 as a National Wildlife Federation Wildlife Habitat as part of the Community Wildlife Habitat initiative that achieved certification for Colchester in 2010 as the 36th community in the United State and the first in Connecticut. Ongoing activities, educational programs and projects continue to be completed by the small Community Wildlife Habitat of Colchester volunteer group to maintain certification annually.

Cohen Woodlands continues to be a treasured destination for individuals and families who have enjoyed this outdoor space for many years, and is considered a delight to people who come to discover it.

Colchester StoryWalk™

Proposal

- Create a StoryWalk™ at Cohen Woodlands on McDonald Road
- Different stories would be provided on a monthly basis or so from April – November
- Based on the average length of a children's picture book, 20 stations would be constructed which includes a Welcome station about the StoryWalk™ and an activity station at the end
- Two placements for the StoryWalk™ trail are under consideration:
 - The stations would be laid out in a U shape around the outside of the open field in the mowed sections starting and ending near the parking lot. The area has been walked with Jim Paggioli, Director of Colchester Public Works who indicated the adjacent area of the proposed StoryWalk™ would be easily maintained by work crews through normal scheduled mowing work. **OR**
 - The stations would be laid out on a portion of the Blue Trail on the circular portion of the path through the woods. This would be similar to most other StoryWalk™ installations and possibly have less exposure to ticks.

In the winter months (November to March) consideration may be given to allow seasonal educational information in the Colchester StoryWalk™ stations. This action would support the Community Wildlife Habitat of Colchester's ongoing certification with the National Wildlife Federation. One suggestion would be to showcase Colchester wildlife and wildlife tracks that may be seen in the winter.

Colchester StoryWalk™

Design

The photos below are of the Quail Ridge Park StoryWalk™ in partnership with their regional library in Illinois. This is a simple design of a cedar post, cut wood round with routed painted station numbers and an upright plexiglass book page holder. This rustic and easy maintenance design would complement the natural setting of Cohen Woodlands landscape.



Colchester StoryWalk™

Possible Children's Books

Book selection is important to a meaningful StoryWalk™ experience. It begins with a great story – whether it has a message for children, or shares a different experience or expands the child's view of the world. For legal reasons, books must be purchased, it is recommended that 3 books be purchased, two for the StoryWalk™ stations to be cut and laminated then positioned in stations. The third book is for any page replacements that may be needed. There are additional considerations to select a book to help yield a positive StoryWalk™ experience:

- It is suggested to use books with pleasing illustrations that, if possible, do not cross the center of the book and have minimal text
- Large print books are recommended to allow for better viewing of the story from 3 feet back from the station.

Book under consideration compiled by the partner groups:

Name of Book

I Went Walking by Sue Vivas

Red Leaf, Yellow Leaf by Lois Ehlert

In the Small, Small Pond by Denise Fleming

Feathers for Lunch by Lois Ehlert

Nibbles, A Green Tale by Charlotte Middleton

When It Starts to Snow by Phyllis Gershtator

Jump Frog Jump by Robert Kalan

Planting a Rainbow by Lois Ehlert

In the Tall, Tall Grass by Denise Fleming

Going on a Lion Hunt by David Axtell

The Bear Ate Your Sandwich by Julia Sarcone-Roach

Colchester StoryWalk™

Proposed Costs

There is expected to be one-time construction costs associated with the StoryWalk™ to be built with durable materials for extended wear in the out-of doors. Colchester Children's Collaborative (C3) has a grant of \$600.00 earmarked for this initiative. Donations of selected materials will be sought to minimize the expense where possible. Contributions may be sought from the partner organizations and/or other sources as needed.

Ongoing financial coordination for the project will be coordinated by Cragin Memorial Library and C3 with input from the partner organizations.

Cedar posts	Seeking donation from local/area tree service company or arborist
Cut wood rounds for station numbers	Seeking donation from local/area tree service company or arborist
Wood for story platforms	Seeking store grant to purchase (e.g. Manager's grant Home Depot and/or Lowe's)
Plexiglass	Purchase
Nails, screws	Donation or purchase
Flat stones or pavers	Donation or purchase
Hinged wooden box at final station for activity sheets or inked stamp	Seeking donation construction or purchase
Costs of the books (3 needed - two for stations, one for any replacement pages needed)	C3 grant, library or other contributing groups
Laminate book pages for stations	C3 to work with the Schools
Possible Promotion, possible examples: <ul style="list-style-type: none">• Library promotion – newsletter, flyers Posters, Summer Reading Program, Special events• Schools' electronic backpack – no cost	Library and partner groups
Activity sheets and/or giveaways depending upon book	Library and partner groups

As the StoryWalk™ progresses there may be other areas identified that have a cost associated with them. The partner groups will discuss and determine how best to fund if decision is to proceed.

Colchester StoryWalk™

Proposed Implementation Plan

The partner groups would like to implement the Colchester StoryWalk™ and promote this new family outdoor destination before school ends and summer vacation begins.

The preferred launch date is Memorial Day weekend. To accomplish this a temporary StoryWalk™ trail would be established with laminated picture book pages reinforced with cardboard material to be affixed to sturdy tomato stakes. The temporary StoryWalk™ will be replaced as soon as possible with the more permanent stations.

<i>Action</i>	<i>Timeframe</i>
Present proposal to Board of Selectmen for approval	May 19, 2016
Prepare laminated first book pages for stations	May 2016
Lay out/stake StoryWalk™	May 2016
Set up first book in temporary StoryWalk™ stations	May 2016
Initial promotion of Colchester StoryWalk™	May 2016
Pursue donations of materials, grants	May-June 2016
Purchase materials	May-June 2016
Determine books, activities or give-aways and schedule for monthly StoryWalk™ for the remainder of 2016	June 2016
Decide whether there will be an inaugural event to introduce the Colchester StoryWalk™, date, time and other associated actions with the permanent stations	June 2016
Construct permanent stations	June-July 2016

Colchester StoryWalk™

Proposed Maintenance Plan

With every public project a viable documented Maintenance Plan is critical to ensure the project continues to be cared for and maintained as time goes on.

The partner groups will take responsibility for the Colchester StoryWalk™ stations.

The StoryWalk™ stations will be inspected each time the story is changed on a monthly basis April – November. The welcome station will instruct visitors to report any damage or problems to the Cragin Memorial Library who will then bring the issue to the partner group meeting for discussion and action.

Additionally, as partner groups use Cohen Woodlands for activities or events, a quick tour of the stations is may be made to check their condition.

The Colchester Public Works Department has an established mowing schedule for Cohen Woodlands from Spring into late Autumn. The parking area, picnic area, space along the tree line and around the fields are mowed on a 6-week cycle. During a recent site visit mowing was discussed with Jim Paggioli, Director Public Works. He indicated the regular mowing could include the Colchester StoryWalk™ area with little additional impact on that work. The Public Works crew would also be instructed to report any damage that is seen when mowing.

Exact Permanent placement of the StoryWalk™ location at the Cohen Woodlands will depend on the feedback from the public and Public Works crews after the initial story placement.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

MEMO

To: Board of Selectman

From: Cheryl Hancin

Date: May 9, 2016

Re: Food Concessions Approval at Summer Concerts

On May 9, the Recreation Commission reviewed 2 food bids.

The Recreation Commission recommended Hot Rocks BBQ & More owned by Bonnie Suh to serve food at the Summer Concerts at \$125.00 per concert for all 4 concert dates. The other bid did not meet all the qualifications.

Hot Rocks BBQ & More has been providing mobile food in CT since 2014. Bonnie lives and operates her business out of Colchester, CT.

Recommended Motion

Motion for BOS to accept the bid by Hot Rocks BBQ & More and authorize the First Selectman to sign all necessary documents.

**TOWN OF COLCHESTER
SUMMER CONCERT FOOD CONCESSIONS
Bid #2016-08**

Company Name: Hot Rocks BBQ & More LLC
Contact: Bonnie Falbowski Suh
Address: 247 West Rd
City, State, Zip: Colchester Ct, 06415
Phone: Land 860 537-4155 Fax: _____
Cell 860 859-7107
Email: bf.suh@hotmail.com

Per Concert Bid Amount (minimum \$125): \$ 125.00

The following items are included with this application:

- ☐ Proof of Insurance (or ability to obtain insurance if awarded the contract)
- ☐ Worker's Comp Certificate (or appropriate waiver)
- ☐ Food service permit (or ability to obtain if awarded the contract)
- ☐ Three (3) references

I attest that I am available to provide food concessions on the following Thursday dates (please check):

/ July 7 / July 14 / July 28 / August 4
Rain Dates: Aug. 11 Aug. 18

Authorized by (please print): Bonnie Falbowski Suh

Authorized Signature: Bonnie Falbowski Suh

Date: 2-2-16

Reference:
Anita - 57 fest - 2015

Experience: Chef 30 years - Schooling,
own Business

Worker's Comp: No Employees

ServSafe
National Restaurant Association

EXAM FORM NO. 4911
CERTIFICATE NO. 10917944

ServSafe® CERTIFICATION

TO **BONNIE SUH**

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Exam
which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP)

04/08/2014

DATE OF EXAMINATION

04/08/2019

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown
SVP, National Restaurant Association Solutions

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The logo appearing next to ServSafe is a trademark of the National Restaurant Association.

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v.1/101

CHATHAM HEALTH DISTRICT

Serving the Towns of Colchester, East Haddam, East Hampton, Haddam, Hebron, Marlborough & Portland

2015 FOOD ESTABLISHMENT LICENSE (Class Vendor)

This is to certify that Hot Rocks BBQ & More LLC

Located at: Various (as approved by District member towns)
Chatham Health District

Licensee: **Bonnie Falbowski Suh**
QFO: **Bonnie Suh**

Is approved to operator a food establishment or vending machine for the year ending
December 31, 2015 under License No. 15/212

The recipient of this license accepts the same with the understanding that he/she will operate
this establishment in accordance with the ordinances and regulations of the Chatham Health
District and the Public Health Code of the State of Connecticut

Date Issued 04/29/15 Signed _____

[Signature]
Director of Health or its Agent

This license is non-transferable in regard to location and the person to whom it was issued
This license must be displayed in the public view under a protective covering.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Colchester Insurance 63 Hayward Ave Colchester CT 06415		CONTACT NAME: Cheryl Siegmann PHONE (A/C, No, Ext): (860) 537-5377 FAX (A/C, No): (860) 537-1863 E-MAIL ADDRESS: cheryl@colchesterins.com															
INSURED Hot Rocks BBQ & More LLC 247 West Road Colchester CT 06415		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Mount Vernon Fire Insurance</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Mount Vernon Fire Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** CL1621608019**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CP2599736	8/13/2015	8/13/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cheryl Siegmann/STAFF

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Meeting Minutes
Colchester Parks & Recreation Commission
March 7, 2016, 7:00 p.m.
Colchester Town Hall, 1st Selectman's Board Room

Members Present: C. Ferrante, E. Kundahl, F. Ricci, D. O'Brien, N. Kaplan, T. Loskant
Others Present: J. Lefler, P. McDowell, D. Dander, R. Tanguay

1. Call to order

Chairman Ferrante called the March 7, 2016 meeting to order at 7:04 p.m.

2. Additions to the Agenda

None

3. Citizen's Comments

None

4. Acceptance of Minutes: Feb 1, 2016

E, Kundahl MOTIONED to approve the minutes for the February 1, 2016 meeting, SECONDED by N. Kaplan. All members present voted in favor. C. Ferrante ABSTAINED

5. Reading of Correspondence

David Dander w/ New England Soft Serve sent a letter with more questions regarding RFP's and if that would be amended to reflect that changes that were recently put into place. F. Ricci stated that anyone who received an RFP already should be sent a letter of clarification.

6. Committee Reports

- **Facilities/Field Sustainability Task Force**-Meeting was prior to this one. Jason Henderson from UCONN spoke about his review of the fields. Meeting date was set for the following month at 5:30
- **Finance/Administration**-None
- **Programs**-None
- **BOS Liaison**-Not Present
- **BOF Liaison**-Not Present
- **BOE Liaison**-Not Present
-

7. Discussion and Possible Action on the RFP for Ice Cream at the Concerts and Food Fest-New England Soft Serve submitted a bid for the Ice Cream at the Concerts. F. Ricci MOTIONED to accept the bid and T. Loskant SECONDED. An application for the Food Festival was also put in. F. Ricci MOTIONED to accept the bid for the Food Festival and D. O'Brien SECONDED. All members present voted in favor. MOTION CARRIED.

8. Discussion and Possible Action on the Sport League Endorsement Policies-The policies were reviewed. A couple more changes were suggested. The members requested that any further copies be sent via e-mail for review prior to the meeting so the meetings can be used for approval of the document rather than changes. NO ACTION

BID OPENING

TIME: 2:05

BID OPENING: RFP# 2016-09 Food Concessions

The following companies submitted bids. Those in attendance were advised that the decision to award the bid would be made at the later date by the Board of Selectmen.

BID AMOUNT:

$$3 \times 50 = 150 \text{ 3 Concepts}$$

* 125 per Concert



Creating Community Through People, Parks and Programs"

127 Norwich Avenue, Colchester, CT 06415

(860) 537-7297 | Fax: (888) 468-6093 | parksandrec@colchesterct.gov | www.colchesterct.gov

Request for Proposals for Food Concessions Summer Concerts on the Green Bid #2016-08

Event: Summer Concerts on the Green

Event Type: Free Family Concerts

Dates: Thursdays, 6:00p.m., July 7, July 14, July 28, and August 4, 2016 (Rain dates: August 11 & 18)

Location: Town Green, Colchester, CT

Expected Participation: 700-1,000 per concert

Contact Information:

Cheryl Hancin, Recreation Manager

Colchester Parks & Recreation

(860) 537-7295

(888) 468-6093 (fax)

RecManager@colchesterct.gov

www.colchesterct.gov

Requirements of Awarded Concessionaire

- Concessionaire must be present and operational at each concert from 5:00pm-8:00pm
- Concessionaire must provide
 - certificate of liability insurance, listing the Town as additional insured
 - signed liability waiver indemnifying the Town
 - proof of worker's compensation insurance
 - food service permit
 - three (3) references for previous similar work
- The selected concessionaire will remit a minimum bid of \$125/concert to the Town
- Access to electricity will be provided by the Town

Award

Criteria for selection will include, but is not necessarily limited to:

- Availability for concert dates and rain dates
- Proposed Bid Amount per concert
- References
- Experience of the concessionaire

The Board of Selectmen (BOS) is the awarding authority and may make an award in the best interests of the Town of Colchester. The BOS reserves the right to award individual dates to different concessionaires.

Instructions to Bidder

Submit all required documentation, along with the attached form, in a sealed envelope marked **"Proposal for Food Concessions – Bid #2016-08"**, to: First Selectman, Town of Colchester, 127 Norwich Avenue, Colchester, CT 06415. Bids must be received by **Tuesday February 16, 2016 at 2:00pm** at which point the bids will be opened publicly in Suite 201 of Colchester Town Hall. Questions should be directed to Jessica Lefler, Recreation Specialist at (860) 537-7293 or JLefler@colchesterct.gov

Insurance Requirements

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured for liability coverage, must be submitted at the time of award.

A. Comprehensive General Liability

Limits of Liability:

Each Occurrence - \$1,000,000

General Aggregate - \$2,000,000

- includes coverage for:

- Products/Completed Operations.
- Contractual Insurance.
- Broad Form Property Damage.
- Independent Contractors.
- Personal Injury.
- Premises-Operations.

B. Worker's Compensation and Employer's Liability

Worker's compensation - Statutory

Employer's Liability - \$500,000.

The Town of Colchester shall be listed as additional insured on Comprehensive General Liability policies. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of

performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

Alternative Proposals

Bidders may submit alternate proposals giving details of all variations from terms of proposal. Consideration may be given to such differences provided such action is considered to be in the best interest of the Town.

Right of Rejection

The Town of Colchester reserves the right to reject any or all bids, waive any irregularities, and accept the bid deemed to be in the Town's best interest.

**TOWN OF COLCHESTER
SUMMER CONCERT FOOD CONCESSIONS
Bid #2016-08**

Company Name: _____

Contact: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Per Concert Bid Amount (minimum \$125): \$ _____

The following items are included with this application:

- ☐ Proof of Insurance (or ability to obtain insurance if awarded the contract)
- ☐ Worker's Comp Certificate (or appropriate waiver)
- ☐ Food service permit (or ability to obtain if awarded the contract)
- ☐ Three (3) references

I attest that I am available to provide food concessions on the following Thursday dates (please check):

___ July 7 ___ July 14 ___ July 28 ___ August 4
Rain Dates: ___ Aug. 11 ___ Aug. 18

Authorized by (please print): _____

Authorized Signature: _____

Date: _____



Gayle Furman

Town Clerk

MEMORANDUM

To: Board of Selectman Members

From: Gayle Furman, Town Clerk 

Subject: COTT Systems Contract

Date: May 16, 2016

Attached is the renewal contract from Cott Systems, our vendor for our Records Management System. The contract begins in July 2016 and is for 36 months. The only difference from our previous contract with them is that they are separating out the microfilm creation to be invoiced separately on a monthly basis (see page 4), and an annual fee for the Toby Trax Dog licensing program. If the projected images are correct on page 4 then we will be saving \$76.00 per year which includes the dog licensing program.

The first two pages of the contract are an addendum if we need to purchase anything on page 5, which we do not.

Therefore, I present this contract to you and seek your consideration for the First Selectman to sign. Thank you very much.

Proposed Motion:

Motion to authorize the First Selectman to sign the contract with Cott Systems for their Records Management system.

Hardware and Network Software Addendum

-only applies if one or more of the hardware options on page 5 are checked

This **Hardware and Network Software Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached *Software Services Renewal Schedule* ("Schedule") and is being executed as an addendum to Cott's *Master Agreement for Products and Services*, in order for Cott to provide the products and services described herein.

1. **Hardware, Network Software.** In consideration of the payments and for the specified period of time, Cott will provide the hardware ("Hardware") and network software ("Network Software") as described in the Schedule. The Schedule will specify whether the Hardware will be sold or leased to Customer and the terms of such purchase or lease. The Network Software will be provided to Customer under a license between Customer and the third party licensor of the Software.
2. **Installation.** Cott will install the Hardware and Network Software as specified in the Schedule. Installation days are measured by the number of Cott personnel utilized, multiplied by the number of days installation is provided. For example, 6 days of installation is equal to 3 Cott training personnel utilized for 2 days. A day of installation shall be defined as not fewer than 6 and ½ hours. Cott reserves the right to charge additional fees for additional installation requested by Customer, and for installation beyond the scope specified in the Schedule. Cott will notify Customer of any additional charges.
3. **Inspection and Acceptance.** The Hardware and Network Software in operating condition will be made available by Cott for review by Customer; this date will be the "Go-Live Date." Unless Cott receives detailed written notice from Customer of any deficiencies in the Hardware and Network Software within two (2) business days of the Go-Live Date, Customer will be deemed to have inspected, approved and accepted all aspects of the Hardware and Network Software. If Cott receives such written notice, Cott and Customer will work together to correct the deficiencies in a timely manner. Irrespective of whether deficiencies are noted, if the Hardware and Network Software is in use by Customer, all fees and payments shall be due and paid in a timely manner.
4. **Maintenance.** Cott will provide ongoing maintenance on the Hardware (collectively, "Maintenance") as described in the Schedule and customer support services as described in the "Customer Support Processes Exhibit." Maintenance will be limited to only those select Hardware components specified in the Schedule where Cott enters into a maintenance agreement with a third party vendor for purposes of upgrading the standard manufacturer's warranty. Maintenance begins as of the Go-Live Date and will last for the Initial Support Term specified in the Schedule. However, Maintenance will cease to be available if the third party vendor rendering the service ceases providing such Maintenance.
5. **Maintenance Fees.** Maintenance fees will remain fixed until the first anniversary of the Go-Live Date, except that Cott may (a) pass along to Customer an increase in third party maintenance if announced by the vendor, and (b) on each anniversary of the Go-Live Date, Cott may increase the Maintenance fees with a maximum additional increase of ten percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, the initial month's fees will be prorated and will be invoiced on the Go-Live Date, unless Customer is then receiving other maintenance services from Cott (in which case the fees will begin on the first day of the next month).
6. **Renewal.** After the expiration of the Initial Support Term, Maintenance will automatically renew for additional one (1) year periods unless Customer notifies Cott, no later than ninety (90) days before the scheduled expiration of the Initial Support Term or the applicable renewal period. Cott will endeavor to notify Customer of the fees for renewal terms at least one hundred twenty (120) days prior to the expiration of the then-current term, but in any event will notify Customer of such fees prior to the expiration of the then-current term. If Cott is unable to notify Customer of the fees for the renewal period prior to the expiration of the then-current term, Customer has not issued a timely notice not to renew the Maintenance, and the fee increase exceeds five percent (5%) of the then-current fees, Customer may notify Cott within seven (7) days of its receipt of the fee notice of Customer's intention to cancel the Maintenance. The cancellation will be effective on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice.
7. **Termination; Material Breach.** This Addendum, and the delivery and/or use of Hardware and Network Software and/or Maintenance hereunder may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) day notice is provided specifying the breach: (a) Customer's failure to reasonably perform its obligations hereunder; (b) Cott's failure to reasonably perform its obligations hereunder; or (c) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules and the delivery and/or use of Hardware and Network Software and/or Maintenance hereunder may be terminated, in the discretion of the non-breaching party, upon written notice of termination.



8. **Early Termination.** Customer may terminate Maintenance by providing sixty (60) days written notice to Cott. Cott is entitled to recover from Customer and Customer shall pay twenty-five percent (25%) of the sum of the remaining monthly Maintenance fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Maintenance on the last day of the monthly term that occurs sixty (60) days after Cott's receipt of the termination notice. Customer will be responsible for the monthly Maintenance fees up to the date of termination. If any fees remain payable under this Addendum, all such fees shall be paid in full at time of Maintenance termination. In the event the Schedule specifies a limited term for Hardware and Network Software use, such Hardware and Network Software shall be promptly removed by Cott from Customer's site.
9. **Warranty/Disclaimer of Warranty.** The Hardware and Network Software is provided "AS IS" without any warranty by Cott. Only those warranties made by the manufacturer of the Hardware, the licensor of the Network Software or in connection with maintenance agreements with third party vendors, if any, apply and Customer acknowledges that Cott is not responsible for or under any such warranties. **Nothing in this Addendum shall be construed to render Cott liable or responsible for repairing any defects, malfunctions, or other problems associated with the Hardware or Network Software.**
10. **Disclaimer of Warranty.** NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE OR NETWORK SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE HARDWARE, NETWORK SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
11. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.
12. **Offer Limited to Terms.** Acceptance of the offer presented by this Agreement is limited to the terms set forth herein. The terms of this Agreement including any Addendum or Schedule may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Agreement by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder.

The terms of this Addendum govern the provision of products and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

Software Services Renewal Schedule
For Gayle Furman, Town Clerk, Colchester CT
 Prepared on May 11, 2016

Cott providing the following:

<div> <div>Records Management System</div> <div> <div>Resolution₃</div> <div>Land Records Management</div> </div> <div>Software Services</div> </div> <div align="center">Renewal</div>	
<p>Modules included:</p> <ul style="list-style-type: none"> Fees Indexing Imaging Search <p>User Licenses:</p> <p>3 users, 3 search</p> <p>Estimated Annual Filing Volume:</p> <p>3,570 Instruments 11,430 Images</p>	<p>Services included:</p> <ul style="list-style-type: none"> State Portal Animal Control on CT Portal for Dog Catcher and Police Property Check eRecording Recording Binders and Paper <p>Priced separately –see fee page:</p> <ul style="list-style-type: none"> Microfilm Creation Services Toby Trax Dog Licensing with Search & State Reports
<p>Recording Binders and Paper Service. Paper provision is limited to record book needs and is state approved for archival quality. Paper used for printing the alphabetical indexes is not included.</p>	
<p>Software Assurance</p> <ul style="list-style-type: none"> • Software Assurance allows unlimited phone support and unlimited remote modem support. • Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff. 	
<p>Assumptions and Requirements</p> <ul style="list-style-type: none"> • Customer is currently subscribed to Software Assurance for Resolution3. • Customer has a right to use Resolution3 software for term specified. • Customer will continue to designate one point of contact in their office to communicate information to Cott. • Firewall, security and high speed internet access is provided by Customer. • Customer's proper use of software and compliance to all operating instructions. • Customer is responsible for data entry standards or rules. • Authorized access to Cott Systems products (excluding eSearch) is limited to <u>Town of Colchester CT</u> employees, no access may be granted to 3rd party suppliers. • Dual monitors at each eRecording workstation using AGP 8x graphic video card or equivalent. • Customer is responsible for provision of dual monitor stations. 	



Software Services Renewal Schedule (continued)

Lease Fees | Schedule of Payments | Service Term 36

Invoice Issued Monthly

\$1,535/mo.

Invoices are due within thirty (30) days of issue.

TERM: the new thirty-six (36) month contract term to be effective 6/1/2016 through 5/31/2019.

In addition to above stated fees:

- **Microfilm Creation Services** to continue at current rate of \$0.06/image and will begin to be invoiced separately for the actual quantity of images processed the previous month; based on estimated 11,430 images per year, equates to approximately \$57/mo.
- **Toby Trax Dog Licensing Services** to continue at current annual software support rate of \$200 per year. You currently have a total of two (2) Toby Trax user licenses; which is \$175 for the first user, and \$25 for each additional user, equating to \$200 annually.

Customer to provide the following:

High Speed Internet Connection
Hardware/Network Software
Microsoft Windows Proficiency

Software Services Renewal Schedule (continued)

Optional Products Services [fees below are in addition to other stated fees]		
Please place a checkmark in the box(es) below for services desired		
<input type="checkbox"/> Replace one (1) Cash Drawer	Invoice upon receipt of signed contract	Purchase \$405
<ul style="list-style-type: none"> Includes startup supplies and remote installation assistance. Hardware is covered by lifetime limited manufacturers' warranty. Existing cash drawer is owned by the county, will stay with county if replacement is check marked. 		
<input type="checkbox"/> Replace one (1) Label Printer	Invoice upon receipt of signed contract	Purchase \$905
<ul style="list-style-type: none"> Includes startup supplies and remote installation assistance. Hardware is covered by 1 year manufacturers' warranty. Existing label printer is owned by the county, will stay with county if replacement is check marked. 		
<input type="checkbox"/> Replace one (1) Receipt Printer	Invoice upon receipt of signed contract	Purchase \$1,000
<input type="checkbox"/> Replace two (2) Receipt Printers	Invoice upon receipt of signed contract	Purchase \$2,000
<ul style="list-style-type: none"> Includes startup supplies and remote installation assistance. Hardware is covered by 2 year manufacturers' warranty. Existing receipt printer(s) is owned by the county, will stay with county if replacement is check marked. 		

Software Services Renewal Schedule (continued)

Cott and Customer have executed this Addendum and Schedule to be effective as of the date it is signed by Customer. Cott's **Master Agreement for Products and Services** also applies to the provision of services by Cott under this Addendum and Schedule and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Schedule will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

This Addendum and Schedule may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Addendum and Schedule, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

Master Agreement for Products and Services

12/4/2008

(Date Signed)

Software License and Software Assurance Addendum:

12/4/2008

(Date Signed)

Addendum for Portal Services:

6/28/2011

(Date Signed)

COTT SYSTEMS, INC.

Renewal

Colchester, CT

(County, Parish, Town)

CUSTOMER

Deborah A. Ball

(Signature)

5/11/2016

(Date)

Deborah A. Ball

(Print Name)

Chief Executive Officer

(Print Title)

[Signature]

(Attest)

(Signature)

(Date)

Arthur Shilosky

(Print Name)

First Selectman

(Print Title)

(Attest)



Please digitally sign or print and sign original copy/copies for your records.

Once contract is signed, please email or fax the entire contract to Cott.

To: Cott Systems | ATTN Finance Dept | 1.866.540.1072 | contracts@cottsystems.com

Software Services Renewal Schedule (continued)

Hardware Specifications - Small Office (1 -5) *

Minimum Requirements

DB Server

Quad Core Intel® Xeon®, 2GHz+
8GB RAM
Storage to accommodate 4 years+ growth
Windows Server 2008R2/2012/2012R2 (Correct # of Cals)
Microsoft SQL Server 2008R2/2012/2014 (Correct # of Cals or Cores)

Web Server

Quad Core Intel® Xeon®, 2.0+GHz,
Windows Server 2008R2/2012/2012R2
4GB RAM

Workstations

Intel Core i3 2.0GHz+
4GB RAM
Windows 7 Professional
20" VGA/DVI Monitor w/Adjustable Stand

Dual Monitor Workstations

Intel Core i3 2.0GHz+
4GB RAM
Windows 7 Professional
2 - 20" Widescreen VGA/DVI Monitors w/Adjustable Stand
256MB, Dual Monitor DVI or VGA Graphics Chipset/Card

Search Stations

Intel Core i3 2.0GHz+
4GB RAM
Windows 7 Professional
24" Widescreen VGA/DVI Monitor w/Adjustable Stand

Printers

High capacity: DELL B5460DN | 512mb RAM min | 500 sheet paper tray
Low capacity: Dell B3460DN 512mb RAM min 512mb RAM min | 500 sheet paper tray

Scanners

ADF: Fujitsu fi-7160
ADF + flatbed: Fujitsu fi-7260 or Fujitsu fi-6770

Specialty Fee Devices

GX43-102510-000 ZEBRA, GX430, 300 DPI, (spare label printer recommended)
TM-H6000IV-8771 EPSON THERMAL SLIP/RECEIPT -or- TM-H6000III-772 with TransScan™ (Check Scanner)
(must be a USB)

Cash Drawer

APG Cash Drawer JB320BL1816 (older Indiana cash drawers will not work with USB receipt printers)

Recommended for Faster Performance

...if different from Minimum

DB Server

Quad Core Intel® Xeon®, 2.4GHz+
16GB RAM

Web Server

8GB RAM

Workstations

Intel Core i5 3GHz+
8GB RAM

Dual Monitor Workstations

Intel Core i5 3GHz+
8GB RAM

Search Stations

Intel Core i3 2.4GHz+

*The equipment listed in this specification sheet has been tested successfully with our software. Due to the abundance of hardware available in the market place, additional equipment not listed may be compatible with our software. If you have questions regarding equipment not listed, please contact your sales representative for additional guidance.



Town of Colchester

Art Shilosky,
First Selectman
Jeffry Mathieu,
Superintendent of Schools
Thomas Tyler,
Building Committee Chair

**TOWN of COLCHESTER
William J. Johnston Middle School
EXTENSION & RENOVATION PROJECT
PROJECT MANAGEMENT SERVICES
REQUEST FOR PROPOSAL**

RFP #15/16-030

REQUESTS FOR PROPOSALS DUE:

On or before April 6th, 2016, @ 2:00 p.m.

at the:

**Colchester Public Schools Administration Offices
127 Norwich Ave., Suite 202
Colchester, CT 06415
ATTN: Ken Jackson**

Sealed Proposals for the "Project Management Services for the William J. Johnston Middle School Extension & Renovation Project" *will be received by the Director of Educational Operations for the Colchester Public Schools of the Town of Colchester, Connecticut, until April 6th, 2016, @ 2:00 p.m. Each Proposal shall be clearly marked:*

"RFP #15/16-030: WJJMS PM SERVICES".

The Request For Proposals shall be publicly reviewed at the William J. Johnston Building Committee's April 6th, 2016, 7:00 PM meeting.

**TOWN of COLCHESTER
William J. Johnston Middle School
EXTENSION & RENOVATION PROJECT
PROJECT MANAGEMENT SERVICES
REQUEST FOR PROPOSAL**

It is the intent of the Town of Colchester / William J. Johnston Building Committee to contract with a selected Project Management Firm for project management services for the William J. Johnston Middle School Extension and Renovation Project. Your Firm has been selected for interview and for the submission of a Proposal. Your Firm's Proposal is to be submitted on the Request For Proposal Form contained herein.

The William J. Johnston Middle School Project consists of two separate projects with regard to the State of Connecticut grants. The State Project # for the William J. Johnston Middle School Addition and Renovation Project is #0043 EA/RR and the State Project # for the Central Administration within the William J. Johnston Middle School is #0044 BE/EA/RR. You will be required to break out the PM Services for the separate projects on the Request For Proposal Form. A copy of the ED049 for each project is enclosed for your convenience.

Enclosed is a Scope of Work for the requested project management services. The finalist selected by the William J. Johnston Building Committee shall enter into a Contract with the Town of Colchester. The terms and conditions delineated in the previously let Request For Qualifications shall apply to this Request For Proposal.

It is the intent of the Town of Colchester to utilize the enclosed Agreement Between Owner and Project Manager (as may be modified by mutual agreement) as the basis for a Contract. Included in the finalized contract will be the Request For Qualifications, this Request For Proposal (inclusive of the Scope of Work) and the Agreement Between Owner and Project Manager.

WJJMS BUILDING COMMITTEE
PM FIRM PROJECT SCOPE OF WORK

SCOPE OF WORK for PROJECT MANAGEMENT SERVICES	
1	A PM representative shall attend all Building Committee regularly scheduled and special meetings as required. Assume a minimum of two (2) monthly evening meetings with the Building Committee for the duration of the project.
2	Assume attendance at project job site meeting throughout the duration of the project. Attendance at special job meetings as required. On-site construction review visits may be scheduled in conjunction with job site meetings. The CM shall run the job meeting and have the minutes of the meeting prepared and distributed.
3	Keep records on the project to include correspondence, reports of the job meetings, shop drawings, sample submissions, change orders, additional drawing clarifications, interpretations of contract documents, progress reports and other project related documents.
4	PM representative to attend pre-construction meeting(s).
5	Serve as Owner's representative and provide on-site representation throughout Project approximately eight (8) hours per week.
6	Participate in remediation of conflict resolution should conflict arise between A/E and CM, A/E and Building Committee, and/or CM and Building Committee.
7	Coordinate all required Environmental and Hazardous Materials studies and testing. Consultant to be selected by Owner.
8	Assist Building Committee / Town Officials in negotiating Guaranteed Maximum Price with CM.
9	Review detailed cost estimate prepared by CM prior to public bidding inclusive of all costs associated with the project (A/E fees, CM fees, and PM fees).
10	Coordinate with A/E for the State Department of Education School Facilities Unit for the plan review and acceptance process inclusive all required meetings (PREP, PCT, etc.), documents, forms, etc.
11	Administrate 3 rd party structural review.
12	For the testing of materials inspection services relating to independent inspection and testing agencies administrated by the CM the PM shall: 1. Evaluate compliance by testing and inspection agencies with required scope, standards, procedures and frequency. 2. Review inspection and test reports and notify Owner and Contractor(s) of observed deficiencies in the Work.
13	Coordinate Local Agency approval process (Planning & Zoning and Conservation Commission).
14	Review the CM / A/E detailed project phasing, construction scheduling and construction requirements.
15	Review CM Quality Control & Safety Programs.
16	Review Bidding format, procedures and criteria with CM.
17	Review Bonding Agreements and tender recommendations regarding Bond releases.
18	Review Insurance Certificates.
19	Develop Owner's Contingencies for inclusion in project detailed cost estimates.
20	Review Project Master Schedule with A/E and CM.
21	Coordinate with the CM in maintaining an updated list of all contractors, subcontractors and major suppliers of materials and equipment. The list shall include the company name, address, telephone number, FAX number, email address and a contact person's name and address.

SCOPE OF WORK for PROJECT MANAGEMENT SERVICES Page 2	
22	Advise the Building Committee upon any special construction problems that may arise in carrying out the construction work.
23	Coordinate with the CM in the administration of the inspection and testing of materials as tested on the job site.
24	Bid FF&E and Technology packages prepared by A/E and Town respectively. Coordinate delivery, inspection and quality control, and installation of FF&E and Technology.
25	Review all Change Order requests for necessity, accuracy and cost. Provide remedies for errors and omissions.
26	Attend CM Project Job Meetings and represent Owner's interests. Review Job Meeting minutes prepared by CM for accuracy.
27	Oversee CM cost reporting to ensure separate OSF projects (new construction / renovation / administration) are accurately tracked.
28	Review all CM financial reports (costs to date, construction costs, change orders, variances between budget and estimates, cash flow requirements and percentage of completion). Track Project soft costs and overall Project budget.
29	Estimate OSF reimbursements.
30	Advise and update Colchester CFO regarding cash flow forecasts.
31	Throughout construction verify work in progress and work not commenced.
32	Make final reviews and reports on the acceptability of the completed work.
33	Oversee Commissioning Agent services. Commissioning Agent to be selected by Owner. Coordinate with CM and A/E to resolve identified deficiencies.
34	Prepare specifications for Moving Services, bid and recommend award.
35	Coordinate moving services logistics with school administration, moving contractor and CM for phasing move requirements and final occupancy.
36	Coordinate with the A/E and CM in preparing a punch list prior to project "substantial completion" and follow up with the CM on completion of same.
37	Inspection(s) upon notice by the CM that the Work is ready for final inspection and acceptance.
38	Final inspection with the A/E, CM and Owner's representative to verify final completion of the Work.
39	Notification to A/E, CM and Owner's representative of deficiencies found in follow-up inspection(s), if any.
40	Assisting the CM in the receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
41	Coordinate with the CM in assembling instructions, guarantees, certificates, parts lists and attic stock submitted by the contractors for compliance to the contract documents.
42	Coordinate with A/E and CM to ensure mechanical system and building system suppliers provide operating and maintenance training videos for end users.
43	Monitor status of retainage and recommend to the Building Committee the release thereof when applicable.
44	Review final project accounting.
45	Coordinate with A/E and CM and the Colchester Building Official and Fire Marshal for Temporary and Final Certificates of Occupancy.
46	Assist, advise and tender recommendations to the Colchester CFO throughout project on all OSF financial documentation required and other project related financial matters.
47	Manage and collect all project documentation necessary for State Project Final Audit. Assist and represent Colchester's interests in the State's Project Final Audit.
48	Assist A/E in a ten (10) month re-inspection after project substantial completion to identify any open warranty issues. Assist school district in resolution.

SCOPE OF WORK for PROJECT MANAGEMENT SERVICES Page 3	
49	PM shall coordinate with school administration to provide educational opportunities for Middle School and High School student engagement.
50	Any and all other services not specifically delineated above that would be considered normal and reasonable services to be provided to a client by a PM for the final design, bidding and construction phase of a school construction project of this magnitude and scope.

NO TEXT

TOWN of COLCHESTER
William J. Johnston Middle School
EXTENSION & RENOVATION PROJECT
PROJECT MANAGEMENT SERVICES

REQUEST FOR PROPOSAL FORM

COMPLETE ALL INFORMATION REQUESTED. PROPOSAL FORM MUST BE SIGNED BELOW.

COMPANY NAME & ADDRESS: _____

TELEPHONE #: _____ - _____

FAX #: _____ - _____

EMAIL: _____

REPRESENTED BY: _____
(Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Project Management Firm submitting this Proposal, having familiarized himself/herself with the existing conditions of the school, the scope of the Project and the Scope of Work contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / WJJMS Building Committee with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified for the sums as indicated below.*

BASE BID	ST PRJT. #: 0043 EA/RR William J. Johnston Middle School Fixed Fee Inclusive of All Labor & Materials To Complete All Work as Specified:	\$ _____
<i>Written Fee:</i> _____		
BASE BID	ST PRJT. #: 0044 BE/EA/RR Central Administration William J. Johnston Middle School Fixed Fee Inclusive of All Labor & Materials To Complete All Work as Specified:	\$ _____
<i>Written Fee:</i> _____		

HOURLY RATES: Attach to this Proposal Form the hourly rates for *all* staff in your firm (identified by title) that your Firm would charge for any additional Project Management services as may be requested WJJMS Building Committee that were not included in the Contract established between the Town of Colchester and your Firm if selected.

SIGNATURE: _____

Dated this _____ day of _____ 2016

EXHIBIT B

Town of Colchester PM SERVICES RFP #15/16-030 Page 7 of 7

TOWN of COLCHESTER
William J. Johnston Middle School
EXTENSION & RENOVATION PROJECT
PROJECT MANAGEMENT SERVICES

REQUEST FOR PROPOSAL FORM

COMPLETE ALL INFORMATION REQUESTED. PROPOSAL FORM MUST BE SIGNED BELOW.

COMPANY NAME & ADDRESS: Arcadis U.S., Inc.
213 Court Street, Suite 700
Middletown, CT 06457

TELEPHONE #: 860 - 503-1500

FAX #: 860 - 503-1520

EMAIL: petina.killiany@arcadis.com

REPRESENTED BY: Petina Killiany, Senior Vice President
(Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Project Management Firm submitting this Proposal, having familiarized himself/herself with the existing conditions of the school, the scope of the Project and the Scope of Work contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / WJJMS Building Committee with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified for the sums as indicated below.*

BASE BID	ST PRJT. #: 0043 EA/RR William J. Johnston Middle School	
	Fixed Fee Inclusive of All Labor & Materials To Complete All Work as Specified:	\$ <u>398,533.00</u>
<i>Written Fee:</i> <u>Three hundred ninety-eight thousand, five hundred thirty-three dollars.</u>		
BASE BID	ST PRJT. #: 0044 BE/EA/RR Central Administration William J. Johnston Middle School	
	Fixed Fee Inclusive of All Labor & Materials To Complete All Work as Specified:	\$ <u>17,000.00</u>
<i>Written Fee:</i> <u>Seventeen thousand dollars.</u>		

HOURLY RATES: Attach to this Proposal Form the hourly rates for *all* staff in your firm (identified by title) that your Firm would charge for any additional Project Management services as may be requested WJJMS Building Committee that were not included in the Contract established between the Town of Colchester and your Firm if selected.

SIGNATURE: _____

Dated this 5th day of April, 2016

Chairman Thomas Tyler
William J. Johnston Middle School Building Committee
c/o Colchester Public Schools
127 Norwich Avenue, Suite 202
Colchester, CT 06415

Subject:
William J. Johnston Middle School Extension and Renovation Project
Project Management Services Proposal

Dear Mr. Tyler:

Thank you for the opportunity to further present our team and qualifications this evening. Enclosed is our formal fee proposal for both the middle school alteration and central administration projects at WJJMS. As we planned our approach to satisfying your required scope of services while being sensitive to the project's budget, we assembled a team that offers a wealth of experience and have developed a project approach that will maximize the value of our involvement to the project.

This Proposal represents our full understanding of the project scope as requested and is a fixed price proposal valid for the stated duration based upon the following assumptions:

1. PM Services will begin immediately upon selection and will extend through student occupancy in August 2018, plus project closeout and preparation for State Audit.
2. This Proposal covers all services specifically outlined in Items #1 through #49 of the "PM Firm Project Scope of Work," as well as all other normal and reasonable services we provide to our clients for projects of this scope and magnitude, as requested in Item #50
3. Clarifications: This Proposal does not include the preparation of detailed cost estimates (provided by O&G), development of project schedules (provided by O&G) or the detailed forensic analysis of schedules prepared by others. Such services can be provided if requested as additional services.
4. Normal day to day expenses are included in our hourly rates including travel to/from site, standard UPS postage, computers, cell phones, parking, and travel to OSCG. Not included is the cost for large format reproductions, out of state travel, and overnight mail. Expenses connected with additional services will be billed at our cost plus ten

Date:
April 6, 2016

Contact:
Petina Killiany

Phone:
860-503-1500

Email:
Petina.Killiany
@arcadis.com

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

percent. While we have suggestions on contract language revisions that will clarify our relationship and would be beneficial to both the Town and to Arcadis, we do not take exception to any provisions of the draft agreement as presented

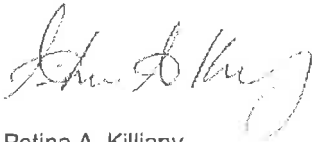
5. Hourly rates for the staff that we anticipate would be required for additional services are stated below. All rates are effective through the anticipated completion date and are subject to equitable adjustment if required beyond that period:

- | | |
|------------------------------|-----------|
| a. Sr. Project Manager | \$165/Hr. |
| b. Estimator | \$125/Hr. |
| c. Project Manager | \$100/Hr. |
| d. Scheduler | \$95/Hr. |
| e. Assistant Project Manager | \$85/Hr. |

We look forward to our presentation and to successfully supporting the WJJMS Building Committee in the delivery of this important project to the Town of Colchester.

Sincerely,

Arcadis U.S., Inc.



Petina A. Killiany
Senior Vice President

Enclosures:

Attachments

- 1 Request for Proposal Form

EXHIBIT C

**Town of Colchester
WJJMS Building Committee
April 28, 2016 – 7:00 PM
WJJMS Media Center**

Motions

Members Present: Thomas Tyler, Anthony Tarnowski, Lynn Goodwin, Paul Picard, Irene Malsbenden

Members Absent: Joe Ruiz

Others Present: Director of Educational Operations Ken Jackson, Tecton Architects: Chris Roof, Jeff Wyszynski, Chris Banker; O&G: Lorel Purcell, Mark Jeffco; Arcadis: Jack Butkus; Board of Education Chairman Ron Goldstein, Board of Education Liaison Brad Bernier, Superintendent Jeff Mathieu, Board of Selectman Liaison Rosemary Coyle.

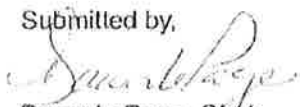
Approval of Minutes - April 14, 2016: I. Malsbenden motioned to approve the April 14, 2016 meeting minutes, seconded by L. Goodwin. Vote was unanimous.
MOTION CARRIED.

Architect update and potential action: A. Tarnowski motioned to authorize K. Jackson to enter into a purchase order for exploratory work not to exceed \$3,000, seconded by P. Picard. Vote was unanimous. **MOTION CARRIED.**

Project Manager update and potential action: A. Tarnowski motioned to authorize a change to the scope and fee of the Arcadis contract to allow for a commission agent in an amount not to exceed \$100,000 and with final approval from Committee, seconded by I. Malsbenden. Vote was unanimous. **MOTION CARRIED.**

Adjournment: L. Goodwin motioned to adjourn seconded by I. Malsbenden. Vote was unanimous. **MOTION CARRIED.** Chairman Tyler adjourned the meeting at 8:34 p.m.

Submitted by,


Dawn LePage, Clerk

DRAFT
as of 04-29-2016

S&G Draft
5/5/16
Subject to Revision

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PROJECT MANAGEMENT SERVICES AGREEMENT

THIS PROJECT MANAGEMENT SERVICES AGREEMENT ("Agreement") is made effective as of this 15th day of April, 2016 (the "Effective Date"), by and between the TOWN OF COLCHESTER, having an address at 127 Norwich Ave., Colchester, Connecticut 06415 ("Owner") and Arcadis U.S., Inc., having an address at 213 Court Street, Suite 700, Middletown, Connecticut 06457 ("PM").

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WITNESSETH:

WHEREAS, Owner ~~and PM have agreed to work collaboratively to seek to retain PM to~~ oversee the construction of additions and renovations of the William J. Johnston Middle School (WJJMS) (the "School") located at 360 Norwich Avenue, Colchester, Connecticut 06415 (the "Project");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RELATIONSHIP OF PARTIES: PM covenants with the Owner to furnish professional skill and judgment at all times and to provide its services in furtherance of the Owner's overall Project goals, including facilitating goals for program, design, budget, time and quality. The PM shall perform its services expeditiously in accordance with the expertise, skill and care exercised by professionals serving in a similar capacity that have successfully completed projects of comparable size and complexity and shall at all times advance the orderly progress of the Project and cooperate with the Project's Architectural Firm, Construction Manager and others in furthering the interests of the Owner.

2. INDEPENDENT CONTRACTOR: This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the PM will be an independent contractor and not the Owner's employee, for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum age and overtime requirements, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Connecticut revenue-revenue and Taxation-taxation Lawlaws, State-Connecticut Workers Compensation Lawlaws, the State-Connecticut Unemployment Insurance Lawlaws, and all other applicable laws and regulations. This Agreement shall not be construed as creating any joint employment relationship between ~~the~~ PM and Owner, and Owner will not be liable for any obligation incurred by ~~the~~ PM, including but not limited to unpaid minimum wage and/or overtime premiums, or insurance.

3. SERVICES: PM shall provide Owner with the Scope of Work services ("Services") set forth in the Owner's Project Management Services Request for Proposals (RFP #15/16-030), attached hereto as Exhibit A and PM's proposal attached hereto as Exhibit B. Additionally, in accordance with the motion approved at the 04/28/16 William J. Johnston Middle School Building Committee (WJJBC) meeting (Exhibit C), PM is authorized to secure a qualified Commissioning Agent ~~(CxA(the "CxA")~~ for the required project commissioning services and contract with said CxA, contingent upon acceptance of the proposed CxA and fee proposal by the WJJBC.

In the performance of the Services, the PM shall serve as Owner's authorized representative on the Project, shall be fully acquainted with the Project, and shall manage specific aspects of the Project from the Effective Date of this Agreement through the completion of the Project to include preparation for the State of Connecticut Department of Administrative Services ("DAS") a~~Audit~~ of the Project and within the time frame and budget limitations established by the Owner. If the Owner retains PM for services beyond those contemplated by this Agreement, it will do so through an Amendment-amendment to this Agreement, or through a new Agreement with substantially similar terms and conditions.

4. OWNER'S RESPONSIBILITY: Owner shall identify the program requirements for the proposed construction of additions and renovations of the School and shall be responsible for obtaining all required state and local approvals for such construction and any related site and off-site improvements. The Owner agrees that PM can reasonably rely upon the information the Owner provides under this Agreement.

5. DESIGNATION AS PROJECT MANAGER: The Owner hereby appoints PM as Owner's Project Manager and PM hereby accepts this appointment. As the Owner's Project Manager, PM will assist Owner and the WJJBC in certain design, preconstruction, construction, funding and other related activities as more particularly described in Exhibit A. In no event shall PM assume the responsibility of a construction manager.

6. COMPLIANCE WITH LAW: In providing the Services, PM shall comply with all applicable laws, rules, regulations, ordinances, orders, directions, or other requirements of the federal or any state or municipal governments; any agencies, departments, subdivisions, bureaus, offices, and/or other authority thereof; and any other governmental, public and/or quasi-public authorities, as and to the extent any of the foregoing have jurisdiction over the Project and PM's performance of the Services.

7. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date and, except as otherwise expressly provided herein, shall continue until the date on which PM completes its obligations hereunder, unless earlier terminated by the parties as set forth below. Time is of the essence in the performance of PM's obligations under this Agreement.

8. COMPENSATION, BILLING AND PAYMENT OF COSTS: In consideration of the performance of the Agreement, the Owner agrees to compensate the PM for Services performed on a lump sum basis, ~~and at the rates set forth in Exhibit B.~~ The base contract compensation is the lump sum of FOUR HUNDRED FIFTEEN THOUSAND FIVE HUNDRED THIRTY THREE DOLLARS (\$415,533.00). The fee apportioned to the main building improvements (Project No. 028-0043) shall be THREE HUNDRED NINETY EIGHT THOUSAND

FIVE HUNDRED THIRTY THREE DOLLARS (\$398,533.00) and the portion corresponding to the central administration improvements (Project No. 028-0044) shall be SEVENTEEN THOUSAND DOLLARS (\$17,000.00). Per the action of the WJJBC on 04/28/16 (Exhibit C), an allowance of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) shall be added to the above lump sum fee to cover the services of the CxA. Billings for the services of the CxA shall not exceed the fee approved by the WJJBC, plus a ten percent management fee, which in total shall not exceed the allowance.

PM shall submit invoices monthly based on the percentage of completion of the Services. PM shall submit such supporting documentation as required by Owner for all such costs and expenses. Payment by Owner of approved amounts shall be made no later than thirty (30) days from the date the invoice is submitted. Should any invoice be in dispute, that portion of the invoice in dispute shall be held in abeyance until the dispute is resolved, and no interest will accrue on any disputed amounts.

8.1 ~~The~~ PM is obligated to continue providing the Services and meeting its obligations under the Agreement if claims are pending, invoiced amounts are in dispute, or the parties are in the process of dispute resolution. ~~The~~ PM shall not stop, suspend or delay the Services in any manner as a result of any such claims or disputes, and will be responsible to Owner for all costs, expenses and fees (including the Owner's attorneys' fees) arising from such stoppage, suspension or delay.

9. BOOKS OF ACCOUNT AND MAINTENANCE OF RECORDS: Owner shall maintain fiscal control over all funds appropriated for the Project, provided that and PM shall cooperate with Owner to establish and maintain fiscal control and accounting procedures that assure the accurate, complete, and otherwise proper accounting of all costs and expenses incurred and/or paid in connection with the Project, as well as any and all funds paid by Owner to PM pursuant to this Agreement. PM shall continue providing Owner's Project Management services through the ~~State-state DAS Audit-audit~~ process, PM shall maintain in an organized fashion records relating to the Project, and shall deliver such records to a secured location, to the Owner's care, after the completion of the ~~State-Audit~~DAS audit process. If the Owner terminates this Agreement prior to the ~~State-Audit~~DAS audit process, PM will turn over to the Owner all records and documents relating to the Project, in an organized fashion. PM shall maintain its own records relating to the Project, it will not dispose of those records until the later of eight (8) years from substantial completion of the Project, or the completion of the ~~State Audit~~DAS audit.

10. INDEMNIFICATION AND INSURANCE:

A. To the fullest extent permitted by law, the PM shall indemnify, defend and hold harmless the Owner, its agents, officers, trustees, directors and employees, the members of WJJBC and the Colchester Board of Education from and against all claims, losses, liabilities, obligations, costs, fines, penalties, expenses and damages (including but not limited to reasonable fees and charges of attorneys and court and dispute resolution costs) arising out of or resulting from the performance of or lack of performance of the Services, to the extent caused by any breach of contract, violation of law, fraud or negligent or intentional act or omission of the PM or anyone for whose acts or omissions it may be liable. PM's indemnification and hold harmless obligations set forth in this paragraph shall survive the expiration or earlier

termination of this ~~agreement~~Agreement.

B. PM's INSURANCE: The PM shall purchase and maintain the following insurances to protect it from claims which arise out of or result from the PM's operation under this Agreement:

C. GENERAL REQUIREMENTS: The PM shall be responsible for maintaining insurance coverage in force for the term of the ~~contract~~Agreement of the kinds and adequate amounts to secure all of the PM's obligations under this ~~contract~~Agreement with an insurance company(ies) with an AM Best Rating of A-VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the WJJBC and the ~~Town~~Owner.

The insurer shall provide the WJJBC and the ~~Town~~Owner with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this ~~contract~~Agreement describing the coverage and providing that the insurer shall give the WJJBC and the Town written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the PM's responsibility under this ~~contract~~Agreement.

~~The~~ PM, at the PM's own cost and expense, shall procure and maintain all insurances required and shall include the WJJBC and the ~~Town~~Owner as additional insureds on all contracts, except Workers' Compensation and Professional Errors and Omissions coverage.

~~The~~ PM shall waive all rights of subrogation against the WJJBC, and the ~~Town~~Owner and the/ Colchester Board of Education and their officers, agents, servants and employees for losses arising ~~from work performed by each under the Contract established under this Agreement.~~

~~In order to facilitate this requirement for insurance, it is recommended that the PM forward a copy of these requirements to the PM's insurance representative(s).~~

D. SPECIFIC INSURANCE REQUIREMENTS

1. **WORKERS' COMPENSATION INSURANCE**

~~The~~ PM shall provide statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$1,000,000	Each Accident
\$1,000,000	Disease, Policy Limit
\$1,000,000	Disease, Each Employee

2. **COMMERCIAL GENERAL LIABILITY INSURANCE**

~~The~~ PM shall carry Commercial General Liability insurance. A per occurrence limit of at least \$1,000,000 combined single limit bodily injury and property damage is required.

The Aggregate limit will be not less than \$2,000,000. The ~~Town~~Owner, the ~~Colchester Board of Education and the members of WJJBC~~ shall be named as an "additional insureds". Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

The PM shall carry Business Automobile Liability Insurance. A per occurrence limit of \$1,000,000 combined single limit bodily injury and property damage is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

4. PROFESSIONAL LIABILITY INSURANCE

The PM shall carry Professional Liability Insurance in the amount of \$2,000,000 per claim/aggregate basis supplemented by \$3,000,000 per claim/aggregate (or a \$5,000,000 basis) prior to commencement of services on the project; coverage shall be maintained in effect continuously for a period of at least three ~~(3)~~ six (6) years after substantial completion of the ~~project~~ Project.

5. EXCESS UMBRELLA LIABILITY INSURANCE

The PM shall carry excess liability insurance in the amount of at least \$5,000,000 overlaying employers liability, commercial general liability (including completed operations), and business automobile liability coverage.

E. WAIVER OF SUBROGATION: The Owner and PM waive all rights against each other for damages caused by perils covered by insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. SUSPENSION: The Owner may, without cause, suspend, delay or disrupt the Project in whole or in part for such period of time as the Owner may determine. The PM's fee shall be adjusted for increases in cost or time caused by such suspension, delay or disruption, except to the extent the Services would have been suspended, delayed or otherwise disrupted by other causes for which the PM is responsible, or if adjustment is made or denied under another provision of the Agreement.

12. OWNER'S TERMINATION RIGHTS: If at any time all or any portion of PM's responsibilities hereunder are to be terminated or PM otherwise is not to continue to fulfill the role of PM with respect to the Project, then PM agrees that it will fully cooperate with Owner to ensure a smooth transition of such responsibilities to Owner or any person(s) or entity(ies) chosen by Owner to assume those responsibilities. In this regard, and without limiting the generality of the foregoing, PM hereby agrees that:

(a) PM will promptly supply Owner with copies of all purchase orders and other contracts and agreements of any kind to which PM or any of its contractors or consultants is a party, or by which any of such entities is bound;

(b) To the extent requested by Owner, up to the applicable termination date, PM shall continue to fulfill all of its ~~project management functions~~ Services hereunder as if this Agreement were not about to be terminated, and, in this regard, shall continue to purchase those goods and services, and perform such other work as PM otherwise has, and has been required to do, during the term hereof; and

(c) PM shall make copies of, and otherwise make available to Owner, any and all

financial records and other documents requested by Owner relating to this Agreement (whether held by PM or its contractors or consultants) and assist Owner in making a complete inventory of all material, equipment, personal property, fixtures and other goods, accounting for all moneys spent by PM and Owner to date, and identifying all accounts receivable and payable at that time.

13. OWNER'S TERMINATION FOR CONVENIENCE: The Owner may, upon seven (7) days' notice, terminate this Agreement for the Owner's convenience and without cause. In case of such termination for the Owner's convenience, PM shall be entitled to receive payment for Services properly performed, and costs incurred by reason of such termination, ~~along with reasonable overhead and profit on the Services properly performed,~~ said costs being the limit of the Owner's liability.

14. OWNER'S TERMINATION OF CAUSE: Upon seven (7) days' written notice, ~~the~~ Owner may terminate this Agreement for cause, should PM breach this Agreement. PM shall have seven (7) days from written notice of such breach to cure the breach, after which if PM has not cured such breach Owner can terminate for cause. If ~~the~~ Owner terminates for cause, no further amounts shall be due PM. ~~The~~ PM shall be responsible for all direct and actual costs, expenses and fees (including attorneys' fees) incurred by Owner to the extent caused by PM's breach.

(a) In the event that a termination for cause by ~~the~~ Owner is ~~ultimately deemed finally adjudicated,~~ wrongful by a trier of fact, such termination shall conclusively be deemed a termination for convenience, and ~~the~~ PM's sole recourse shall be set forth in Article 13 of this Agreement.

15. ~~OPM's-PM's~~ TERMINATION OF CAUSE: Upon seven (7) days' written notice, ~~the~~ PM may terminate this Agreement for cause, should Owner materially breach this Agreement through no fault of ~~the~~ PM. If ~~the~~ PM terminates for cause, payment shall be made by ~~the~~ Owner to ~~the~~ PM for that portion of its fee due as of the date of termination. Such payment shall be the total extent of ~~the~~ Owner's liability.

16. CLAIMS: A Claim is a demand or assertion seeking adjustment in compensation, payment of money, extension of time or other relief with respect to, arising out of or relating to the terms of this Agreement. Unless otherwise specifically required by this Agreement, Claims by ~~the~~ PM and its consultants of all tiers must be made by written notice within ten (10) days after the claimant has knowledge, or reasonably should have knowledge, of the circumstances giving rise to such Claim, regardless of whether the full effect of the circumstances giving rise to the Claim are then known. It is understood that the failure to provide written notice within this time period will greatly prejudice ~~the~~ Owner, and the failure to submit proper and timely notice shall constitute a waiver and abandonment of the Claim.

(a) Each Claim shall be submitted to ~~the~~ Owner with a detailed statement of the basis for the Claim, including any change request(s) that included such Claim in whole or in part and any additional information or documentation requested by ~~the~~ Owner in support of the Claim.

(b) ~~The~~ PM and its consultants of all tiers shall require consultants or other entities furnishing services, labor, materials or equipment to the Project to give notice of

Claims to the party with whom they have contracted, with a copy delivered contemporaneously to the Owner.

(c) PM shall, within ten (10) days of the Owner's request, evaluate on a preliminary basis and advise the Owner on the merits of any Claims made by its consultants. The Owner may defer any decision on any Claim until it can fully assess the Claim.

17. CLAIM REVIEW: The parties have designated, or shall designate, individual representatives to act as their claim representatives. The claim representatives of the Owner and PM shall meet in good faith at the Owner's request, and prior to mediation, litigation or arbitration, to endeavor to resolve the Claim on their own. If the parties are unable to resolve the Claim in this manner, the Claim shall be mediated as set forth below.

18. MEDIATION: As a condition precedent to litigation or arbitration, the parties shall endeavor to settle disputes by non-binding mediation with a mutually acceptable dispute resolution administrator. A demand for mediation shall be made within a reasonable time after the Claim, dispute or other matter in question has arisen. Any such mediation shall be administered and conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then currently in effect, unless the parties mutually agree otherwise. The demand for mediation shall be made in no event later than the date when institution of legal or equitable proceedings based on such Claim, dispute or other matter in question would be barred by the applicable statute of limitations.

19. ARBITRATION: The Owner may, at its sole discretion and option, choose to have any or all Claims, disputes or other matters in question between the parties decided by arbitration administered by a dispute resolution administrator acceptable to the Owner. The Construction Industry Arbitration Rules of the American Arbitration Association shall govern. Any such arbitration may include, at the Owner's sole discretion, by consolidation, joinder and in any other manner, third-parties whose interests relate to the matters in arbitration.

(a) If the Owner elects arbitration, the demand for arbitration shall be made promptly after the occurrence of the event giving rise to the Claim, and in no event later than the date when institution of legal or equitable proceedings based on such Claim, dispute or other matter in question would be barred by the applicable statute of limitation. The venue for arbitration shall be at a locale in the State of Connecticut acceptable to the Owner.

(b) If the Owner elects arbitration, the award rendered by the arbitrator shall be final, and judgment may be entered upon the award in accordance with the laws of the State of Connecticut.

(c) The PM and its consultants of all tiers shall incorporate the dispute resolution provisions of this Agreement in substantially the same form in their agreements with consultants or entities furnishing services, labor, materials or equipment to the Project.

20. LITIGATION: If the Owner does not consent to arbitration, all disputes shall be subject to adjudication by a court of competent jurisdiction, and the venue for such action shall be the Superior Court of the State of Connecticut- Judicial District of New London. All parties

hereby waive any and all rights to a jury trial with respect to disputes arising out of the Project and this Agreement and agree that any claim for a jury trial shall be stricken by consent if either party violates this provision. All parties agree that this is a commercially reasonable term and that it shall be specifically enforced.

21. LIMITATION ON DAMAGES: Both parties expressly waive all rights, interest and Claims against each other for indirect, incidental, special, punitive or consequential damages arising out of or relating to the Project or the Services, including all loss of profits or revenue, cumulative impacts, interest, loss of productivity or business interruption.

22. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

23. NOTICES: All notices, claims, or demands hereunder shall be in writing and shall be delivered personally, or sent by certified or first class mail, postage prepaid, addressed to the party at the following address:

If to the Owner: Town of Colchester
Attention: Art Shilosky, First Selectman
127 Norwich Ave.
Colchester, CT 06415

With a copy to: William J. Johnston Building Committee
Attention: Thomas Tyler (Chairperson)
138 Shailor Hill Rd.
Colchester, CT 06415

If to PM: Arcadis U.S., Inc.
Attention: Petina Killiany, Sr. V.P.
213 Court Street, Suite 700
Middletown, CT 06457

With copy to: Arcadis U.S., Inc.
Attention: John J. Butkus AIA
207 Main Street, Suite 200
Hartford, CT 06106

If a notice is hand-delivered, delivery shall be conclusively deemed effected at such time. If delivered by certified or first-class mail, delivery shall be conclusively deemed effective upon receipt or refusal.

24. SEVERABILITY: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby,

and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

25. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors. Neither party, however, shall have any right to assign this Agreement or their interests herein without the approval of the other, which approval may be withheld in said party's absolute discretion. Any assignment or attempted assignment of this Agreement in violation of this provision shall be null and void ab initio.

26. **AMENDMENT:** This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

27. **NON-WAIVER:** Any failure by the Owner to insist upon the strict performance of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement, and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

28. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the subject matter hereof.

29. **UNAVOIDABLE DELAYS:** For purposes of this Agreement, the term "Unavoidable Delays" shall mean and include any delay in performance as, but then only to the extent the same, is caused by strikes, lock-outs, shortages in labor or materials, civil unrest, war, Acts of God or other causes beyond the reasonable control of the party from whom such performance is due. Neither party shall be liable for an Unavoidable Delay.

30. **THIRD PARTIES:** All duties and responsibilities undertaken by the PM pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and the PM, and not for the benefit of any other party. Nothing herein shall be construed to create, impose, or give rise to any duty owed by Owner to any other party. Nothing herein shall be construed as an intent to create a contractual or third party beneficiary relationship between the Consultant-PM and any other party. Consultant-PM shall not provide any services directly to any other party associated with the Project unless Consultant-PM obtains the Owner's prior written consent.

31. **SETOFF:** The Owner shall have the right to set off against the accounts of the PM any damages that may accrue by virtue of their respective defaults under agreements on this Project, in addition to any amounts which are otherwise due and payable by the PM to the Owner under the terms of this Agreement, without prejudice to any other remedy Owner may have.

32. **RESPONSIBILITY:** PM shall be fully responsible to the Owner for acts and omissions of its employees, consultants, and others directly or indirectly furnishing services, labor, materials or equipment on their behalf.

33. **INTERPRETATION:** All parties acknowledge and agree that this Agreement has been freely negotiated and that in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no presumption

whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

34. MULTIPLE COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be enforceable to the same extent as an original.

TOWN OF COLCHESTER

By: _____
Name:
Title:
Date:

PROJECT MANAGER (Arcadis U.S. Inc.)
ARCADIS U.S., INC.

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By: _____
Name: Petina Killiany
Title: Senior Vice President
Date:

PROJECT MANAGEMENT SERVICES AGREEMENT

THIS PROJECT MANAGEMENT SERVICES AGREEMENT ("Agreement") is made effective as of this [15th] day of [April,] 2016 (the "Effective Date"), by and between the TOWN OF COLCHESTER, having an address at 127 Norwich Ave., Colchester, Connecticut 06415 ("Owner") and Arcadis U.S., Inc., having an address at 213 Court Street, Suite 700, Middletown, Connecticut 06457 ("PM").

WITNESSETH:

WHEREAS, Owner seeks to retain PM to oversee the construction of additions and renovations of the William J. Johnston Middle School (WJJMS) (the "School") located at 360 Norwich Avenue, Colchester, Connecticut 06415 (the "Project");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **RELATIONSHIP OF PARTIES:** PM covenants with the Owner to furnish professional skill and judgment at all times and to provide its services in furtherance of the Owner's overall Project goals, including facilitating goals for program, design, budget, time and quality. The PM shall perform its services expeditiously in accordance with the expertise, skill and care exercised by professionals serving in a similar capacity that have successfully completed projects of comparable size and complexity and shall at all times advance the orderly progress of the Project and cooperate with the Project's Architectural Firm, Construction Manager and others in furthering the interests of the Owner.

2. **INDEPENDENT CONTRACTOR:** This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the PM will be an independent contractor and not the Owner's employee, for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum age and overtime requirements, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Connecticut revenue and taxation laws, Connecticut Workers Compensation laws, the Connecticut Unemployment Insurance laws, and all other applicable laws and regulations. This Agreement shall not be construed as creating any joint employment relationship between PM and Owner, and Owner will not be liable for any obligation incurred by PM, including but not limited to unpaid minimum wage and/or overtime premiums, or insurance.

3. **SERVICES:** PM shall provide Owner with the Scope of Work services ("Services") set forth in the Owner's Project Management Services Request for Proposal (RFP #15/16-030), attached hereto as Exhibit A and PM's proposal attached hereto as Exhibit B. Additionally, in accordance with the motion approved at the 04/28/16 William J. Johnston Middle School Building Committee (WJJBC) meeting (Exhibit C), PM is authorized to secure a qualified

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Commissioning Agent (the "CxA") for the required project commissioning services and contract with said CxA, contingent upon acceptance of the proposed CxA and fee proposal by the WJJBC.

In the performance of the Services, the PM shall serve as Owner's authorized representative on the Project, shall be fully acquainted with the Project, and shall manage specific aspects of the Project from the Effective Date of this Agreement through the completion of the Project to include preparation for the State of Connecticut Department of Administrative Services ("DAS") audit of the Project and within the time frame and budget limitations established by the Owner. If the Owner retains PM for services beyond those contemplated by this Agreement, it will do so through an amendment to this Agreement, or through a new agreement with substantially similar terms and conditions.

4. OWNER'S RESPONSIBILITY: Owner shall identify the program requirements for the proposed construction of additions and renovations of the School and shall be responsible for obtaining all required state and local approvals for such construction and any related site and off-site improvements. The Owner agrees that PM can reasonably rely upon the information the Owner provides under this Agreement.

5. DESIGNATION AS PROJECT MANAGER: The Owner hereby appoints PM as Owner's Project Manager and PM hereby accepts this appointment. As the Owner's Project Manager, PM will assist Owner and the WJJBC in certain design, preconstruction, construction, funding and other related activities as more particularly described in Exhibit A. In no event shall PM assume the responsibility of a construction manager.

6. COMPLIANCE WITH LAW: In providing the Services, PM shall comply with all applicable laws, rules, regulations, ordinances, orders, directions, or other requirements of the federal or any state or municipal governments; any agencies, departments, subdivisions, bureaus, offices, and/or other authority thereof; and any other governmental, public and/or quasi-public authorities, as and to the extent any of the foregoing have jurisdiction over the Project and PM's performance of the Services.

7. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date and, except as otherwise expressly provided herein, shall continue until the date on which PM completes its obligations hereunder, unless earlier terminated by the parties as set forth below. Time is of the essence in the performance of PM's obligations under this Agreement.

8. COMPENSATION, BILLING AND PAYMENT OF COSTS: In consideration of the performance of the Agreement, the Owner agrees to compensate the PM for Services performed on a lump sum basis. The base contract compensation is the lump sum of FOUR HUNDRED FIFTEEN THOUSAND FIVE HUNDRED THIRTY THREE DOLLARS (\$415,533.00). The fee apportioned to the main building improvements (Project No. 028-0043) shall be THREE HUNDRED NINETY EIGHT THOUSAND FIVE HUNDRED THIRTY THREE DOLLARS (\$398,533.00) and the portion corresponding to the central administration improvements (Project No. 028-0044) shall be SEVENTEEN THOUSAND DOLLARS (\$17,000.00). Per the action of the WJJBC on 04/28/16 (Exhibit C), an allowance of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) shall be added to the above lump sum fee to cover the services of the

CxA. Billings for the services of the CxA shall not exceed the fee approved by the WJJBC, plus a ten percent management fee, which in total shall not exceed the allowance.

PM shall submit invoices monthly based on the percentage of completion of the Services. PM shall submit such supporting documentation as required by Owner for all such costs and expenses. Payment by Owner of approved amounts shall be made no later than thirty (30) days from the date the invoice is submitted. Should any invoice be in dispute, that portion of the invoice in dispute shall be held in abeyance until the dispute is resolved, and no interest will accrue on any disputed amounts.

8.1 PM is obligated to continue providing the Services and meeting its obligations under the Agreement if claims are pending, invoiced amounts are in dispute, or the parties are in the process of dispute resolution. PM shall not stop, suspend or delay the Services in any manner as a result of any such claims or disputes, and will be responsible to Owner for all costs, expenses and fees (including the Owner's attorneys' fees) arising from such stoppage, suspension or delay.

9. BOOKS OF ACCOUNT AND MAINTENANCE OF RECORDS: Owner shall maintain fiscal control over all funds appropriated for the Project, and PM shall cooperate with Owner to establish and maintain fiscal control and accounting procedures that assure the accurate, complete, and otherwise proper accounting of all costs and expenses incurred and/or paid in connection with the Project, as well as any and all funds paid by Owner to PM pursuant to this Agreement. PM shall continue providing Owner's Project Management services through the state DAS audit process, PM shall maintain in an organized fashion records relating to the Project, and shall deliver such records to a secured location, to the Owner's care, after the completion of the DAS audit process. If the Owner terminates this Agreement prior to the DAS audit, PM will turn over to the Owner all records and documents relating to the Project, in an organized fashion. PM shall maintain its own records relating to the Project, it will not dispose of those records until the later of eight (8) years from substantial completion of the Project, or the completion of the DAS audit.

10. INDEMNIFICATION AND INSURANCE:

A. To the fullest extent permitted by law, the PM shall indemnify, defend and hold harmless the Owner, its agents, officers, trustees, directors and employees, the members of WJJBC and the Colchester Board of Education from and against all claims, losses, liabilities, obligations, costs, fines, penalties, expenses and damages (including but not limited to reasonable fees and charges of attorneys and court and dispute resolution costs) arising out of or resulting from the performance of or lack of performance of the Services, to the extent caused by any breach of contract, violation of law, fraud or negligent or intentional act or omission of the PM or anyone for whose acts or omissions it may be liable. PM's indemnification and hold harmless obligations set forth in this paragraph shall survive the expiration or earlier termination of this Agreement.

B. PM's INSURANCE: The PM shall purchase and maintain the following insurances to protect it from claims which arise out of or result from the PM's operation under this Agreement:

C. GENERAL REQUIREMENTS: The PM shall be responsible for maintaining insurance coverage in force for the term of the Agreement of the kinds and adequate amounts to secure all of the PM's obligations under this Agreement with an insurance company(ies) with an AM Best Rating of A-VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the WJJBC and the Owner.

The insurer shall provide the WJJBC and the Owner with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this Agreement describing the coverage and providing that the insurer shall give the WJJBC and the Town written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the PM's responsibility under this Agreement.

PM, at the PM's own cost and expense, shall procure and maintain all insurances required and shall include the WJJBC and the Owner as additional insureds on all contracts, except Workers' Compensation and Professional Errors and Omissions coverage.

PM shall waive all rights of subrogation against the WJJBC, and the Owner and the Colchester Board of Education and their officers, agents, servants and employees for losses arising under this Agreement.

D. SPECIFIC INSURANCE REQUIREMENTS

1. **WORKERS' COMPENSATION INSURANCE**

PM shall provide statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$1,000,000	Each Accident
\$1,000,000	Disease, Policy Limit
\$1,000,000	Disease, Each Employee

2. **COMMERCIAL GENERAL LIABILITY INSURANCE**

PM shall carry Commercial General Liability insurance. A per occurrence limit of at least \$1,000,000 combined single limit bodily injury and property damage is required.

The Aggregate limit will be not less than \$2,000,000. The Owner, the Colchester Board of Education and the members of WJJBC shall be named as "additional insureds". Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

The PM shall carry Business Automobile Liability Insurance. A per occurrence limit of \$1,000,000 combined single limit bodily injury and property damage is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

4. **PROFESSIONAL LIABILITY INSURANCE**

PM shall carry Professional Liability Insurance in the amount of \$2,000,000 per claim/aggregate basis supplemented by \$3,000,000 per claim/aggregate (or a \$5,000,000 basis) prior to commencement of services on the project; coverage shall be maintained in

effect continuously for a period of at least six (6) years after substantial completion of the Project.

5. EXCESS UMBRELLA LIABILITY INSURANCE

The PM shall carry excess liability insurance in the amount of at least \$5,000,000 overlaying employers liability, commercial general liability (including completed operations), and business automobile liability coverage.

E. WAIVER OF SUBROGATION: Owner and PM waive all rights against each other for damages caused by perils covered by insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. SUSPENSION: Owner may, without cause, suspend, delay or disrupt the Project in whole or in part for such period of time as the Owner may determine. PM's fee shall be adjusted for increases in cost or time caused by such suspension, delay or disruption, except to the extent the Services would have been suspended, delayed or otherwise disrupted by other causes for which PM is responsible, or if adjustment is made or denied under another provision of the Agreement.

12. OWNER'S TERMINATION RIGHTS: If at any time all or any portion of PM's responsibilities hereunder are to be terminated or PM otherwise is not to continue to fulfill the role of PM with respect to the Project, then PM agrees that it will fully cooperate with Owner to ensure a smooth transition of such responsibilities to Owner or any person(s) or entity(ies) chosen by Owner to assume those responsibilities. In this regard, and without limiting the generality of the foregoing, PM hereby agrees that:

(a) PM will promptly supply Owner with copies of all purchase orders and other contracts and agreements of any kind to which PM or any of its contractors or consultants is a party, or by which any of such entities is bound;

(b) To the extent requested by Owner, up to the applicable termination date, PM shall continue to fulfill all of its Services hereunder as if this Agreement were not about to be terminated, and, in this regard, shall continue to purchase those goods and services, and perform such other work as PM otherwise has, and has been required to do, during the term hereof; and

(c) PM shall make copies of, and otherwise make available to Owner, any and all financial records and other documents requested by Owner relating to this Agreement (whether held by PM or its contractors or consultants) and assist Owner in making a complete inventory of all material, equipment, personal property, fixtures and other goods, accounting for all moneys spent by PM and Owner to date, and identifying all accounts receivable and payable at that time.

13. OWNER'S TERMINATION FOR CONVENIENCE: The Owner may, upon seven (7) days' notice, terminate this Agreement for the Owner's convenience and without cause. In case

of such termination for the Owner's convenience, PM shall be entitled to receive payment for Services properly performed, and costs incurred by reason of such termination, said costs being the limit of the Owner's liability.

14. OWNER'S TERMINATION OF CAUSE: Upon seven (7) days' written notice, Owner may terminate this Agreement for cause, should PM breach this Agreement. PM shall have seven (7) days from written notice of such breach to cure the breach, after which if PM has not cured such breach Owner can terminate for cause. If Owner terminates for cause, no further amounts shall be due PM. PM shall be responsible for all direct and actual costs, expenses and fees (including attorneys' fees) incurred by Owner to the extent caused by PM's breach.

(a) In the event that a termination for cause by Owner is finally adjudicated wrongful by a trier of fact, such termination shall conclusively be deemed a termination for convenience, and PM's sole recourse shall be set forth in Article 13 of this Agreement.

15. PM's TERMINATION OF CAUSE: Upon seven (7) days' written notice, PM may terminate this Agreement for cause, should Owner materially breach this Agreement through no fault of PM. If PM terminates for cause, payment shall be made by Owner to PM for that portion of its fee due as of the date of termination. Such payment shall be the total extent of Owner's liability.

16. CLAIMS: A Claim is a demand or assertion seeking adjustment in compensation, payment of money, extension of time or other relief with respect to, arising out of or relating to the terms of this Agreement. Unless otherwise specifically required by this Agreement, Claims by PM and its consultants of all tiers must be made by written notice within ten (10) days after the claimant has knowledge, or reasonably should have knowledge, of the circumstances giving rise to such Claim, regardless of whether the full effect of the circumstances giving rise to the Claim are then known. It is understood that the failure to provide written notice within this time period will greatly prejudice Owner, and the failure to submit proper and timely notice shall constitute a waiver and abandonment of the Claim.

(a) Each Claim shall be submitted to Owner with a detailed statement of the basis for the Claim, including any change request(s) that included such Claim in whole or in part and any additional information or documentation requested by Owner in support of the Claim.

(b) PM and its consultants of all tiers shall require consultants or other entities furnishing services, labor, materials or equipment to the Project to give notice of Claims to the party with whom they have contracted, with a copy delivered contemporaneously to Owner.

(c) PM shall, within ten (10) days of Owner's request, evaluate on a preliminary basis and advise Owner on the merits of any Claims made by its consultants. Owner may defer any decision on any Claim until it can fully assess the Claim.

17. CLAIM REVIEW: The parties have designated, or shall designate, individual representatives to act as their claim representatives. The claim representatives of Owner and PM shall meet in good faith at Owner's request, and prior to mediation, litigation or arbitration, to

endeavor to resolve the Claim on their own. If the parties are unable to resolve the Claim in this manner, the Claim shall be mediated as set forth below.

18. **MEDIATION:** As a condition precedent to litigation or arbitration, the parties shall endeavor to settle disputes by non-binding mediation with a mutually acceptable dispute resolution administrator. A demand for mediation shall be made within a reasonable time after the Claim, dispute or other matter in question has arisen. Any such mediation shall be administered and conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then currently in effect, unless the parties mutually agree otherwise. The demand for mediation shall be made in no event later than the date when institution of legal or equitable proceedings based on such Claim, dispute or other matter in question would be barred by the applicable statute of limitations.

19. **ARBITRATION:** Owner may, at its sole discretion and option, choose to have any or all Claims, disputes or other matters in question between the parties decided by arbitration administered by a dispute resolution administrator acceptable to Owner. The Construction Industry Arbitration Rules of the American Arbitration Association shall govern. Any such arbitration may include, at Owner's sole discretion, by consolidation, joinder and in any other manner, third-parties whose interests relate to the matters in arbitration.

(a) If Owner elects arbitration, the demand for arbitration shall be made promptly after the occurrence of the event giving rise to the Claim, and in no event later than the date when institution of legal or equitable proceedings based on such Claim, dispute or other matter in question would be barred by the applicable statute of limitation. The venue for arbitration shall be at a locale in the State of Connecticut acceptable to Owner.

(b) If Owner elects arbitration, the award rendered by the arbitrator shall be final, and judgment may be entered upon the award in accordance with the laws of the State of Connecticut.

(c) PM and its consultants of all tiers shall incorporate the dispute resolution provisions of this Agreement in substantially the same form in their agreements with consultants or entities furnishing services, labor, materials or equipment to the Project.

20. **LITIGATION:** If Owner does not consent to arbitration, all disputes shall be subject to adjudication by a court of competent jurisdiction, and the venue for such action shall be the Superior Court of the State of Connecticut Judicial District of New London. All parties hereby waive any and all rights to a jury trial with respect to disputes arising out of the Project and this Agreement and agree that any claim for a jury trial shall be stricken by consent if either party violates this provision. All parties agree that this is a commercially reasonable term and that it shall be specifically enforced.

21. **LIMITATION ON DAMAGES:** Both parties expressly waive all rights, interest and Claims against each other for indirect, incidental, special, punitive or consequential damages arising out of or relating to the Project or the Services, including all loss of profits or revenue, cumulative impacts, interest, loss of productivity or business interruption.

22. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

23. NOTICES: All notices, claims, or demands hereunder shall be in writing and shall be delivered personally, or sent by certified or first class mail, postage prepaid, addressed to the party at the following address:

If to Owner: Town of Colchester
Attention: Art Shilosky, First Selectman
127 Norwich Ave.
Colchester, CT 06415

With a copy to: William J. Johnston Building Committee
Attention: Thomas Tyler (Chairperson)
138 Shailor Hill Rd.
Colchester, CT 06415

If to PM: Arcadis U.S., Inc.
Attention: Petina Killiany, Sr. V.P.
213 Court Street, Suite 700
Middletown, CT 06457

With copy to: Arcadis U.S., Inc.
Attention: John J. Butkus AIA
207 Main Street, Suite 200
Hartford, CT 06106

If a notice is hand-delivered, delivery shall be conclusively deemed effected at such time. If delivered by certified or first-class mail, delivery shall be conclusively deemed effective upon receipt or refusal.

24. SEVERABILITY: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

25. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors. Neither party, however, shall have any right to assign this Agreement or their interests herein without the approval of the other, which approval may be withheld in said party's absolute discretion. Any assignment or attempted assignment of this Agreement in violation of this provision shall be null and void ab initio.

26. AMENDMENT: This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

27. NON-WAIVER: Any failure by Owner to insist upon the strict performance of any of

the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement, and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

28. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the subject matter hereof.

29. UNAVOIDABLE DELAYS: For purposes of this Agreement, the term "Unavoidable Delays" shall mean and include any delay in performance as, but then only to the extent the same, is caused by strikes, lock-outs, shortages in labor or materials, civil unrest, war, Acts of God or other causes beyond the reasonable control of the party from whom such performance is due. Neither party shall be liable for an Unavoidable Delay.

30. THIRD PARTIES: All duties and responsibilities undertaken by PM pursuant to this Agreement will be for the sole and exclusive benefit of Owner and PM, and not for the benefit of any other party. Nothing herein shall be construed to create, impose, or give rise to any duty owed by Owner to any other party. Nothing herein shall be construed as an intent to create a contractual or third party beneficiary relationship between the PM and any other party. PM shall not provide any services directly to any other party associated with the Project unless PM obtains Owner's prior written consent.

31. SETOFF: Owner shall have the right to set off against the accounts of PM any damages that may accrue by virtue of their respective defaults under agreements on this Project, in addition to any amounts which are otherwise due and payable by PM to Owner under the terms of this Agreement, without prejudice to any other remedy Owner may have.

32. RESPONSIBILITY: PM shall be fully responsible to Owner for acts and omissions of its employees, consultants, and others directly or indirectly furnishing services, labor, materials or equipment on their behalf.

33. INTERPRETATION: All parties acknowledge and agree that this Agreement has been freely negotiated and that in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no presumption whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

34. MULTIPLE COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be enforceable to the same extent as an original.

[signature page to follow]

TOWN OF COLCHESTER

By: _____
Name:
Title:
Date:

ARCADIS U.S., INC.

By: _____
Name: Petina Killiany
Title: Senior Vice President
Date:

Proposed Recreation Park Improvement Dedicated Fund

DRAFT LANGUAGE

Said fund shall be used for the exclusive benefit for the improvement of the condition at the recreation complex or any park facility utilized under the jurisdiction of the Board of Selectmen and advised upon by the Parks and Recreation Commission. Said Fund shall be allowed to accumulate from fiscal year to fiscal year, and may not be utilized to balance the annual operational budget of the Town.

Said Recreation Park Improvement Dedicated Fund may receive revenue from any of the following sources: 1) Donation or Foundation Funding; 2) Grant Award Proceeds; 3) Governmental Appropriation; 4) User Fee Collection; 5) Investment Earning and/or Interest; 6) Any Inter-Governmental Transfers; and other means that may be determined by proper legal authority in the future.

Said Recreation Park Improvement Dedicated Fund shall have expenditures for the following purposes only: 1) Capital Improvement Projects located within the Recreation Complex or any Park Facility- including materials and/or labor to conduct said projects; 2) Technical Expertise and or Consultant Services in regard to the Recreation Facilities or Field Construction; 3) The acquisition of property for new park and/or recreation purposes; 4) Any non-recurring expenditures incurred for park or recreational purposes; 5) Specialized equipment necessary for the maintenance of park or recreational facilities, 6) Any enhanced park or recreational facilities or field materials as determined eligible for funding as defined below.

Said fund expenditures can only be appropriated by a motion from the Board of Selectmen, as recommended by the Parks and Recreation Commission. The Town shall not utilize the Recreation Park Improvement Dedicated Fund for normal operating expenses or routine maintenance, nor reduce its Parks and Recreation or Grounds Maintenance budget to reflect any Recreation Park Improvement Dedicated Fund monies that the Town expends.

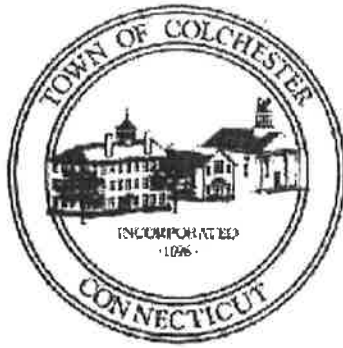
Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: 5-13-2016
Re: Recommended Sewer and Water Budget FY 16-17 for BOS adoption.

On May 12, 2016, The Sewer and Water Commission held a Public Hearing for comment on the Proposed Sewer and Water Budget for FY 16-17. Following the Public Hearing, at the Regular Meeting of the Sewer and Water Commission, the Commission passed a motion for recommendation of adoption to the Board of Selectmen, for the proposed Sewer and Water Commission Fiscal Year 2016-2017 Operating Budget. Minutes of the Public Hearing and Regular Meeting are attached.

The Budget reflects a 1.5 percent rate increase for water usage and a zero percent increase for sewer usage rates from the existing FY 15-16 budget. Additionally, service fees and the connection fee policy was included within the budget package to meet the review criteria set in the establishment of each. The Operation Budget for The Water Division portion totals \$ 951,127 and the Sewer Operation budget totals \$ 927,550. The budget and fee schedules are attached herein also.

Proposed Motion: Where as the Town of Colchester Sewer and Water Commission forwarded and recommended the 2016-2017 Fiscal Year Sewer and Water Commission Operating Budget to the Board of Selectmen; The Board of Selectmen hereby adopt said Operating Budget as recommended and submitted by the Sewer and Water Commission Budget at their meeting on May 12, 2016.



Colchester Sewer and Water Commission

Fiscal Year 2016 – 2017

Operating Budgets

Contents:

Water Operating Budget Spreadsheet and Justification

Sewer Operating Budget Spreadsheet and Justification

Use Rates

Fees for Services

Connection Fees and Policies

The Colchester Sewer and Water Commission will hold a Public Hearing to present and gather public comment on the proposed budget for the 2016/2017 Fiscal Year including proposed rate schedules on Wednesday, April 13 at 7:00 p.m. at the Colchester Town Hall

2015-2016 Fiscal Year Sewer and Water Comm. Operating Budget 1.5% Increase on water only user fees

EXPENSE	14/15 ACTUAL	15/16 APPROVED BUDGET	16/17 PROPOSED BUDGET	DIFFERENCE
WATER OPERATING				
4003210 40101 Regular Payroll	\$ 334,030.34	\$ 239,785	\$ 260,946	\$ 21,161
4003210 40103 Overtime	\$ 15,324.96	\$ 30,815	\$ 34,012	\$ 3,197
4003210 40105 Contr Temp Occas				\$ -
4003210 40106 Misc Payroll	\$ 5,425.00	\$ 9,100	\$ 9,100	\$ -
4003210 41210 Employee Related Insurance 4	\$ 49,046.50	\$ 51,190	\$ 64,184	\$ 12,994
4003210 41230 FICA & Pension	\$ 42,688.47	\$ 33,888	\$ 36,681	\$ 2,793
4003210 42301 Office Supplies	\$ 2,078.76	\$ 2,200	\$ 2,200	\$ -
4003210 42323 Prot Clothing & Safety Equipment	\$ 1,267.27	\$ 1,638	\$ 2,005	\$ 367
4003210 42340 Operating Supplies	\$ 67,652.37	\$ 64,390	\$ 64,550	\$ 160
4003210 43213 Travel Training & Meetings	\$ 1,440.00	\$ 2,500	\$ 2,500	\$ -
4003210 43258 Dues & Subscriptions	\$ 1,810.00	\$ 2,701	\$ 2,171	\$ (530)
4003210 44203 Legal		\$ 1,000	\$ 1,000	\$ -
4003210 44206 Municipal Insurance	\$ 13,777.20	\$ 14,760	\$ 14,760	\$ -
4003210 44208 Professional Services	\$ 16,839.69	\$ 16,850	\$ 16,850	\$ -
4003210 44217 Postage	\$ 3,124.63	\$ 3,800	\$ 3,800	\$ -
4003210 44223 Service Contracts	\$ 12,331.45	\$ 13,365	\$ 14,265	\$ 900
4003210 44231 Advertising	\$ 1,654.26	\$ 600	\$ 600	\$ -
4003210 44238 Uniform Rentals	\$ 1,079.36	\$ 1,464	\$ 1,536	\$ 72
4003210 44244 Refunds for Overpayments		\$ 50	\$ 50	\$ -
4003210 44255 Refunds for Tax or Liens	\$ 195.00	\$ 300	\$ 300	\$ -
4003210 44262 Audit	\$ 4,812.50	\$ 5,500	\$ 5,500	\$ -
4003210 44285 Lab Fees	\$ 5,286.50	\$ 10,775	\$ 8,222	\$ (2,553)
4003210 45216 Telephone	\$ 5,991.17	\$ 6,744	\$ 7,068	\$ 324
4003210 45221 Fuel/Heating	\$ 9,131.43	\$ 15,000	\$ 12,500	\$ (2,500)
4003210 45622 Electric	\$ 81,266.41	\$ 98,000	\$ 93,570	\$ (4,430)
4003210 46224 Equipment Repairs	\$ 57,981.28	\$ 13,000	\$ 10,000	\$ (3,000)
4003210 46226 Building Repairs	\$ 4,864.45	\$ 6,000	\$ 6,000	\$ -
4003210 46390 Vehicle Maintenance	\$ 2,522.96	\$ 4,000	\$ 4,000	\$ -
4003210 48404 Machinery & Equipment	\$ 476.85	\$ 1,000	\$ 1,000	\$ -
4003210 48416 Office Equipment	\$ 1,403.98	\$ 600	\$ 600	\$ -
4003210 49245 Bond Principal	\$ 113,738.04	\$ 111,354	\$ 118,660	\$ 7,306
4003210 49246 Bond Interest	\$ 38,048.40	\$ 40,432	\$ 33,127	\$ (7,305)
4003210 49247 Bond Issuance Costs				\$ -
4003210 50413 Transfers Out to General Fund				\$ -
4003210 50474 Transfers Out to Capital Reserve		\$ 39,782	\$ 95,000	\$ 55,218
4003210 50500 Transfers to Capital Projects		\$ 70,000		\$ (70,000)
4003210 50900 Contingency		\$ 25,000	\$ 24,370	\$ (630)
4003210 90800 Depreciation - Buidings				\$ -
4003210 91800 Depreciation - Machinery & Equipment				\$ -
4003210 92800 Depreciation - Infrastructure				\$ -
4003210 93800 Depreciation - Improvements				\$ -
4003210 99999 GAAP Audit Adjustment				\$ -
TOTAL	\$ 895,289.23	\$ 937,583	\$ 951,127	\$ 13,544

2016/2017 Water Budget Justification

- 40101 Regular Payroll - \$260,946
Public Works Director salary (50 percent of Water/Sewer portion) - \$26,394
Chief Operator Step 7 - 1 man @ ($\$34.92 \times 8\text{hrs.} \times 262\text{ days}$) -(Sewer Portion \$4,160) = \$69,032
Chief Operator Step 6- 1 man @ ($\$32.64 \times 8\text{hrs.} \times 262\text{ days}$) -(Sewer Portion \$4,160) = \$65,253
Chief Operator Step 2 - 1 man @ ($\$30.53 \times 8\text{ hrs.} \times 262\text{ days}$)-(Sewer Portion \$4,160) = \$59,831
Financial Manager salary (50 percent) - $\$25.92 \times 8 \times 262 \times 0.5 = \$27,164$
Admin. Asst. (50 percent of Water/Sewer portion) - $\$22.25 \times 8 \times 262 \times 0.25 = \$11,659$
longevity pay - \$1,613
- 40103 Overtime - \$34,012
scheduled OT-4 hrs/day x 104 weekend days x \$50.67= \$21,078
scheduled OT-4 hrs/day x 13 holidays x \$50.67= \$2,635
repair/emergency related OT - 70 hrs. x \$133.04= \$10,299
- 40106 Misc. Payroll - \$9,100
On-Call pay
- 41210 Employee Related Insurance - \$64,184
Health, LTD, Life, AD&D, W/C
- 41230 FICA - \$36,681
0.0765 of payroll, OT, and 401a
401a contribution
- 42301 Office Supplies - \$2,200
1/2 of office supply needs - \$3,600/2
1/2 of office equipment under \$100 - \$800/2
- 42323 Protective Clothing & Safety Equipment - \$ 2,005
boots, gloves, eye, ear protection, respirator cartridges, Rain Gear etc.
- 42340 Other Purchase & Supplies - \$64,550
Plant operation chemicals - \$40,000
Plant/Field testing and operating equipment and supplies - \$1,320
Other misc. materials - \$4,000
Floor Treatment Plant- \$7,270
Hydrant replacement program - \$5,000
Custodial Supplies - \$1,360
Hand Tools - \$2,400
Chem. Feed Pump and replacement parts - \$3,200
- 43213 Travel, Training, & Meetings - \$2,500
Training and Continuing Education, public information notices, water week, etc.
- 43258 Dues and Subscriptions - \$2,171
Professional Affiliation (AWWA, ABPA, and CWWA)
- 44203 Legal - \$1,000
- 44206 Municipal Insurance - \$14,760

- 44208 Other Professional Services - \$16,850
 - Diversion Permit Stream Flow Monitoring - \$4,800
 - Contractor Repairs on Water Lines and other services - \$10,500
 - Contracted Calibration work - \$800
 - Physicals & Testing - Pulmonary for plant staff, D&A monitor - \$750
- 44217 Postage - \$3,800
 - \$7,600/2 budgets – bills, notices, correspondence, etc.
- 44223 Service Contracts - \$14,265
 - Computer software support/network support - \$1,800/yr (split with sewer)
 - Fire extinguisher annual maintenance - \$420
 - Plant and Booster Station generator maintenance agreement - \$2,000
 - Furnace maintenance agreement – WTP 1 and 2 - \$1,000
 - Meter reading eq. and software maintenance agreement - \$845/yr. (split with sewer)
 - Grounds Maintenance - \$500
 - Weekly garbage collection - \$320
 - Copier - no lease – split with sewer - \$780
 - SCADA Control maintenance agreement - \$2,100
 - Alarm services - \$1000
 - VFD –Service Contract - \$2,100
 - Vibration Analysis – Tower - \$1,400
- 44231 Advertising - \$600
 - advertising of legal notices, etc.
- 44238 Uniform Rentals - \$1,464
 - Union Contract provision for 3 bargaining unit employees
- 44244 Refunds for Overpayment - \$50
- 44255 Refunds - Tax or Liens - \$300
- 44262 Audit - \$5,500
 - year end audit plus fixed asset consultation
- 44285 Lab Fees - \$8,222
 - various weekly, monthly, quarterly, semi-annual, and annual water testing
- 45216 Telephone - \$7,068
 - emergency answering service, pagers, phones, cell phones
- 45221 Fuel-Heating - \$12,500
 - Appx. 10,000 gals \$1.25/gallon
- 45622 Electric - \$93,570
 - avg. \$7,797.50/mo. x 12 mo.
- 46224 Equipment Repairs - \$13,000
 - Scheduled and unscheduled repairs to plant and well equipment including main breaks
- 46226 Building Repairs - \$6,000
 - Scheduled and unscheduled building repairs and minor (non-capital) improvements, including

repairs at O&M building

- 46390 Vehicle Maintenance - \$4,000
scheduled and unscheduled repairs on three trucks
- 48404 Machinery & Equipment - \$1,000
New Equipment (Pumps, Gauges, etc) unforeseen, where required.
- 48416 Office Equipment - \$600
Computer upgrades (split with sewer)
Capital equipment over \$100 (split with sewer)
- 49245 Bond Retirement - \$118,660
Annual Payment \$118,660
- 49246 Bond Interest - \$33,127
Annual Payment \$33,127
- 50474 Transfers to Capital Reserve - \$95,000
- 50500 Transfers To Capital Project - \$0
- 50900 Contingency - \$24,370

<u>EXPENSE</u>	14/15 ACTUAL	15/16 APPROVED BUDGET	16/17 PROPOSED BUDGET	DIFFERENCE
SEWER OPERATING				
2403207 40101 Regular Payroll	\$ 73,797.60	\$ 77,601	\$ 78,059	\$ 458
2403207 40102 Other Regular & Part Time Payroll				\$ -
2403207 40105 Contr, Temp, Occas				\$ -
2403207 41210 Employee Related Insurance	\$ 4,816.48	\$ 8,283	\$ 14,868	\$ 6,585
2403207 41230 FICA & Pension	\$ 9,026.02	\$ 10,328	\$ 10,384	\$ 56
2403207 42301 Office Supplies	\$ 1,704.04	\$ 2,200	\$ 2,200	\$ -
2403207 42323 Prot Clothing & Safety Equipment	\$ 167.50	\$ 410	\$ 501	\$ 91
2403207 42340 Operating Supplies	\$ 1,261.55	\$ 7,030	\$ 7,070	\$ 40
2403207 43213 Travel, Training & Meetings		\$ 100	\$ 100	\$ -
2403207 44203 Legal		\$ 500	\$ 500	\$ -
2403207 44206 Municipal Insurance	\$ 13,777.21	\$ 14,760	\$ 14,760	\$ -
2403207 44217 Postage	\$ 3,077.93	\$ 3,800	\$ 3,800	\$ -
2403207 44223 Service Contracts	\$ 2,599.94	\$ 5,745	\$ 5,745	\$ -
2403207 44231 Advertising	\$ 254.25	\$ 500	\$ 500	\$ -
2403207 44238 Uniform Rentals	\$ 120.00	\$ 110	\$ 116	\$ 6
2403207 44244 Refunds for Overpayment			\$ -	\$ -
2403207 44255 Refunds for Tax or Liens	\$ 195.00	\$ 300	\$ 300	\$ -
2403207 44262 Audit	\$ 4,812.50	\$ 5,500	\$ 5,500	\$ -
2403207 44268 Joint Sewer Facility Personnel	\$ 104,079.00	\$ 105,834	\$ 110,147	\$ 4,313
2403207 45216 Telephone	\$ 3,557.20	\$ 2,800	\$ 2,800	\$ -
2403207 45221 Fuel/Heating	\$ 2,555.67	\$ 2,465	\$ 1,658	\$ (808)
2403207 45622 Electric	\$ 66,682.20	\$ 81,600	\$ 70,000	\$ (11,600)
2403207 46224 Equipment Repairs	\$ 2,226.00	\$ 10,000	\$ 10,000	\$ -
2403207 46269 Joint Sewer Facility Maintenance	\$ 435,817.00	\$ 531,816	\$ 524,708	\$ (7,108)
2403207 48404 Machinery & Equipment	\$ 6,104.50	\$ 15,000	\$ 15,000	\$ -
2403207 48416 Office Equipment	\$ 1,038.00	\$ 750	\$ 750	\$ -
2403207 50413 Transfers Out to General Fund				\$ -
2403207 50474 Transfers Out to Capital Reserve				\$ -
2403207 50500 Transfers to Capital Project			\$ 48,000	\$ 48,000
2403207 50900 Contingency	\$ -	\$ 56	\$ 85	\$ 29
				\$ -
TOTAL	\$ 737,669.59	\$887,488	\$ 927,550	\$ 40,062

2016/2017 Sewer Budget Justification

- 40101 Regular Payroll - \$78,059
Public Works Director salary (50 percent of Water/Sewer portion) - \$26,394
Financial Manager salary (50 percent) - $\$25.92 \times 8 \times 262 \times 0.5 = \$27,164$
Admin. Asst. (50 percent of Water/Sewer portion) - $\$22.25 \times 8 \times 262 \times 0.25 = \$11,659$
Sewer Portion of Chief Operators – $\$2.00 \times 80 \times 26 \times 3 = \$12,480$
- 41210 Employee Related Insurance - \$14,868
- 41230 FICA - \$10,384
0.0765 of P/R and 401a
401a - contribution
- 42301 Office Supplies - \$2,200
1/2 of office supply needs - $\$3,600/2$
1/2 of office equipment under \$100 - $\$800/2$
- 42323 Protective Clothing & Safety Equipment - \$501
- 42340 Other Purchased Supplies - \$7,070
Pump Replacement Parts (non-Capital)- \$800
Plant/Field testing and operating equipment and supplies - \$330
Other misc. materials - \$4,000
Floor Repair material -\$1,000
Custodial Supplies - \$340
Hand Tools - \$600
- 43213 Travel, Training & Meetings - \$100
- 44203 Legal - \$500
- 44206 Municipal Insurance - \$14,760
- 44217 Postage - \$3,800
 $\$7,600/2$ bills and notices, etc.
- 44223 Service Contracts - \$5,745
Copier - no lease – split with water -\$780
Computer software/network support - \$1,800 (1/2 of \$3600 -split with water)
Fire extinguisher annual maintenance - \$200
PHPS generator maintenance contract - \$620
Furnace annual maintenance PHPS- \$300
Meter reading eq. and software maintenance agreement - \$845 (split with water)
Pump Station Alarm System - \$1,200
- 44231 Advertising - \$500
advertising of rates for budget public meeting, etc.
- 44238 Uniform Rental - \$116
- 44244 Refunds for Overpayment - \$0
- 44255 Refunds - Tax or Liens - \$300

44262 Audit - \$5,500
year end audit plus fixed asset consultation

44268 Joint Facilities Personnel – \$110,147

45216 Telephone - \$2,800
avg. of \$234/mo x 12 mo.

45221 Fuel-Heating - \$1,658
850 gallons at \$1.95 per gallon

45622 Electric - \$70,000
Flatbrook, 584 Norwich, Prospect Hill Pump Station
approx. \$6,800/month

46224 Equipment Repairs - \$10,000
repairs to sewer mains, pump station, manholes, etc.

46269 Joint Facilities Maintenance – \$524,708

48404 Machinery and Equipment - \$15,000

48416 Office Equipment - \$750
Computer upgrades, etc. (split with water)

50474 Transfers to Capital Reserve - \$0

50900 Contingency - \$85

3/7/2016

PROPOSED USAGE RATES
COLCHESTER SEWER AND WATER COMMISSION
2016- 2017 FISCAL YEAR

			1.50%	0.00%
	Existing	Existing	New	New
(thousands of gallons)	<u>Water</u>	<u>Sewer</u>	<u>Water</u>	<u>Sewer</u>
Serv Charge	\$ 11.64	\$ -	\$ 11.81	\$ -
0 to 10	\$ 7.33	\$ 6.85	\$ 7.44	\$ 6.85
10 to 20	\$ 7.61	\$ 6.93	\$ 7.72	\$ 6.93
20 plus	\$ 9.74	\$ 7.16	\$ 9.89	\$ 7.16

Commercial-Use Rates

3/4 in. or larger meters

	Existing	Existing	New	New
	<u>Water Rate</u>	<u>Sewer Rate</u>	<u>Water Rate</u>	<u>Sewer Rate</u>
Service charge, per quarter (Includes up to 20,000 Gal. use)				
3/4 in. meter	\$ 167.99	\$138.24	\$ 170.51	\$138.24
1 in. meter	\$ 169.12	\$138.24	\$ 171.66	\$138.24
1-1/2 in. meter	\$ 170.63	\$138.24	\$ 173.19	\$138.24
2 in. meter	\$ 174.81	\$138.24	\$ 177.43	\$138.24
3 in. meter	\$ 205.52	\$138.24	\$ 208.60	\$138.24
4 in. meter	\$ 216.90	\$138.24	\$ 220.15	\$138.24
6 in. meter	\$ 243.43	\$138.24	\$ 247.08	\$138.24
8 in. meter	\$ 273.77	\$138.24	\$ 277.88	\$138.24

Over 20,000 Gal. use	\$7.57 per 1,000 gals	\$6.91per 1,000 gals	\$7.68 per 1,000 gals	\$6.91per 1,000 gals
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Private Fire Service:	Existing	New
	<u>Water Rate</u>	<u>Water Rate</u>
Up to 4 in.	\$21.76 per quarter	\$22.09 per quarter
4 in.	\$131.07 per quarter	\$133.04 per quarter
6 in.	\$381.06 per quarter	\$386.78 per quarter
8 in.	\$811.76 per quarter	\$823.94 per quarter
10 in.	\$1,459.93 per quarter	\$1,481.83 per quarter

PROPOSED USAGE RATES
COLCHESTER SEWER AND WATER COMMISSION
2016 - 2017 FISCAL YEAR

<u>Residential-Use Rates</u>				
(thousands of gallons)	Existing	Existing	New	New
	<u>Water</u>	<u>Sewer</u>	<u>Water</u>	<u>Sewer</u>
Serv Charge	\$ 11.64	\$ -	\$ 11.81	\$ -
0 to 10	\$ 7.33	\$ 6.85	\$ 7.44	\$ 6.85
10 to 20	\$ 7.61	\$ 6.93	\$ 7.72	\$ 6.93
20 plus	\$ 9.74	\$ 7.16	\$ 9.89	\$ 7.16
Unmetered sewer based on 18,000 gallons per quarter - \$123.94				
Irrigation water meter (unsewered) – all water charged at \$9.74/1,000 gallons				

<u>Commercial-Use Rates</u>				
3/4 in. or larger meters				
	Existing	Existing	New	New
	<u>Water Rate</u>	<u>Sewer Rate</u>	<u>Water Rate</u>	<u>Sewer Rate</u>
Service charge, per quarter (Includes up to 20,000 Gal. use)				
3/4 in. meter	\$ 167.99	\$138.24	\$ 170.51	\$138.24
1 in. meter	\$ 169.12	\$138.24	\$ 171.66	\$138.24
1-1/2 in. meter	\$ 170.63	\$138.24	\$ 173.19	\$138.24
2 in. meter	\$ 174.81	\$138.24	\$ 177.43	\$138.24
3 in. meter	\$ 205.52	\$138.24	\$ 208.60	\$138.24
4 in. meter	\$ 216.90	\$138.24	\$ 220.15	\$138.24
6 in. meter	\$ 243.43	\$138.24	\$ 247.08	\$138.24
8 in. meter	\$ 273.77	\$138.24	\$ 277.88	\$138.24
Over 20,000 Gal. use	\$7.57 per 1,000 gals	\$6.91per 1,000 gals	\$7.68 per 1,000 gals	\$6.91per 1,000 gals

Private Fire Service:	Existing	New
	<u>Water Rate</u>	<u>Water Rate</u>
Up to 4 in.	\$20.76 per quarter	\$22.09 per quarter
4 in.	\$131.07 per quarter	\$133.04 per quarter
6 in.	\$381.06 per quarter	\$386.78 per quarter
8 in.	\$811.76 per quarter	\$823.94 per quarter
10 in.	\$1,459.93 per quarter	\$1,481.83 per quarter

The Colchester Sewer and Water Commission will hold a Public Hearing to present and gather public comment on the proposed budget for the 2016/2017 Fiscal Year including proposed rate schedules on Wednesday, April 13, 2016 at 7:00 p.m. at the Colchester Town Hall

FY WATER REVENUE 2016-2017 Estimates

4003210 34800 User Fees	\$	881,510.10	\$	881,510.10
4003210 34801 Late User Fees	\$	8,000.00	\$	8,000.00
4003210 34803 X-Connect Survey Fees	\$	6,000.00	\$	6,090.00
4003210 34809 Fire Protection	\$	34,426.68	\$	34,426.68
4003210 35610 Lien Fees	\$	300.00	\$	300.00
4003210 35611 Investment Earnings	\$	800.00	\$	800.00
4003210 35618 Miscellaneous	\$	20,000.00	\$	20,000.00
4003210 36370 Other Sources/Bond Proceeds	\$		\$	\$0.00
	\$	951,036.78	\$	951,126.78

FY SEWER REVENUE 2016-2017 Estimate

2403207 34800 User Fees	\$	680,850.08		\$680,850.08
2403207 34801 Late User Fees	\$	4,000.00		\$ 4,000.00
2403207 34802 Hebron Fees	\$	147,000.00		\$ 147,000.00
2403207 35610 Lien Fees	\$	300.00		\$ 300.00
2403207 35611 Investment Earnings	\$	3,000.00		\$ 3,000.00
2403207 35616 Elderly/Housing	\$	10,300.00		\$ 10,300.00
2403207 35618 Miscellaneous	\$	-		\$ -
2403207 36500 Use of Fund Balance	\$	82,100.00		\$82,100.00
	\$	927,550.08		\$927,550.08

0.00%
rate increase

Sewer and Water Service Connection Policy

Town of Colchester Sewer and Water Commission

Sewer and Water Service Connection Policy

(approved Colchester Sewer and Water Commission on 2-11-1999)
(approved Colchester Board of Selectmen on 3-11-1999)
(Revised and approved by Colchester Sewer and Water Commission on 3-12-03)
(Revised and approved by Colchester Board of Selectmen on 3-20-03)

Purpose: The purpose of this policy is to define the process to be followed and the applicable charges to be paid when connecting to, or modifying an existing connection to, the Town of Colchester public water system or the Town of Colchester sanitary sewer system. The sewer portion of these connection policies do not apply to sewer users who have properties that have a specified benefit assessment applied or who have connected through the benefit assessment process. Properties that were assessed as a minimum lot size, frontage, value, and use that are further subdivided shall be subject to connection fees in accordance with this policy.

Section 1 – Definitions

As used in this policy, terms shall have the following meaning:

- A. **Building Permit** means the development permit issued by the Town of Colchester Code Enforcement Department before any building or construction activity can be started on a parcel of land in the Town of Colchester.
- B. **Commission** means the Colchester Sewer and Water Commission or its designated representative.
- C. **Core Facilities** in the case of the water system means the water supply, pumping, treatment, storage, and transmission facilities that generally provide water to the local distribution networks. In the case of the sewer system it means the wastewater treatment, pumping, and intercepting sewers that collect, transmit, and treat sewage from local street sewers. As local street sewers can also intercept and transmit sewage, they may also be included as part of the core facilities.
- D. **Director** means the Director of the Colchester Public Works Department.
- E. **Sewer Connection Fee** means the fee collected to pay for the cost of capacity in Colchester's core sewer interception, pumping, and treatment system.
- F. **Water Connection Fee** means the fee collected to pay for the cost of capacity in Colchester's core water supply, treatment, pumping, and transmission system. It does not include payment for the cost of capacity in local water distribution pipes that may be required to receive water from the core system.

SECTION 2 – PAYMENT OF CONNECTION FEE REQUIRED

- A. From the date of approval of this policy, no newly developed property shall be allowed service from the water or sewer system until payment in full of the applicable permit and connection fee(s) has been received by the Town.
- B. Any property that disconnects (including but not limited to meter removed, service turned off, customer dropped from billing list) from the water or sewer system for a period of nine (9) months or more, pays no water or sewer bill for that period, and has not previously paid a connection fee to the Town (in accordance with the November 1991 or a subsequent Connection Policy) shall be considered abandoned and all rights to connect to the water or sewer system shall be forfeited. Should the owner of the property petition to make a new connection to the water or sewer system, they shall be considered a new connection and shall follow the procedures outlined in this Section.
- C. Capacity rights shall not continue indefinitely for any property that disconnects from the water or sewer system and has ceased payment of water or sewer bills for that period, regardless of any previous payment of a connection fee to the Town. Any such owner that requests reconnection of such property more than three (3) years after disconnection shall be subject to payment of a new connection fee under this Section.
- D. For properties proposing to connect to the water or sewer system, the owner must obtain the applicable water and/or sewer connection permit prior to being issued a building permit. The applicant must provide estimates of average and peak daily uses to the Town when applying for a water or sewer connection permit.
- E. Applicants requesting new water or sewer service shall be required to pay a connection fee to the Town of Colchester for a property proposed for connection to the Town's water and/or sewer system. In the case of new construction, the applicable connection fee(s) shall be paid in full prior to the issuance of a Certificate of Occupancy. If no Certificate of Occupancy is required, payment of the connection fee(s) in full is required prior to the initiation of service.
- F. Any property requesting an enlarged sewer or water connection or an increase in water meter size shall be subject to a water and/or sewer connection fee equal to the difference in the charge for a new service or meter size and the current size. Properties that request a reduction in water or sewer service or meter size shall not be eligible for a refund or rebate. However, said property shall have the right to increase the water or sewer service size or meter size to the original (larger) size with no further charge. In all cases, the size of the water meter needed to accurately measure use shall be determined by the Director.

SECTION 3. AVAILABILITY OF SERVICE

- A. Provisions of this Policy do not entitle any property to receive water or sewer service. Service will only be provided as approved by the Commission. If approved, service will be provide at a location and under the conditions approved by the Commission.
- B. If sewer collection or water distribution pipes are not, in the opinion of the Director, available to serve the property, do not have sufficient capacity for the intended use, or are not in a public right-of-way abutting the property, the property owner may request the right to extend the water or sewer systems to the property. The Commission is under no obligation to approve such extensions.
- C. Any property that applies for a Change of Use through the Town Zoning Department shall be reviewed by the Commission for consistency with this policy and applicable standards. If sewer or water service lines (and/or water meter) are not, in the opinion of the Director, sufficient to suitably service the property for the intended use, the Director may reject the application. The property owner shall request the right to enlarge the sewer or water service line, add an additional water or sewer service line, and/or increase the water meter size. The Commission is under no obligation to approve such enlargements or additional services. If such enlargements or additional services are approved, the applicable connection fee(s) as identified in Section 2 shall apply.
- D. The property owner, not the Town of Colchester, shall be responsible for extending water distribution and/or sewer collection pipes to serve the property of an applicant for service. All such extensions shall be done in accordance with directions of the Commission.
- E. The water and/or sewer extension shall be deeded to the Town of Colchester (at no cost to the Town) upon acceptance by the Town and in accordance with any testing and maintenance requirements. The Town, at its sole discretion, may allow subsequent connections to such extensions without any reimbursement to any party.
- F. Any party that receives permission for water and/or sewer service shall assume all costs of the connection from the Town's right-of-way to the structure(s) to be served. Tapping, curb stops, and shut-off valves shall be provided and installed as required by the Director and the cost of such installations shall be the responsibility of the property owner. Water meters shall be provided and installed by the Town, with the size of the meter to be determined by the Director based on the service requirements information provided in the connection permit. The cost of the meter installation, including materials, labor, and overhead shall be separate from the connection fee and shall be paid in full prior to service being initiated. The cost of any change in meter size whether directed by the Town or at the property owner's request, shall also be paid in full before reinitiating service. The determination of costs under this section shall be by the Director.

SECTION 4. CONNECTION FEE SCHEDULE

- A. Sewer and Water Connection Fees shall be established by the Board of Selectmen upon recommendation of the Sewer and Water Commission in accordance with Town Charter and Connecticut General Statutes. The fees may be revised from time to time as determined by the Board of Selectmen.
- B. Sewer and Water Connection Fees shall be assessed based on the size of the customer's meter or service size, whichever is less, based on the most recent schedule of charges adopted by the Board of Selectmen.
- C. Properties with individual premises shall be individually metered with individual accessible shut-offs.
- D. Properties with multiple meters shall be assessed water and /or sewer connection fees for each water meter. Services in excess of two (2) in. shall be reviewed and assessed individually in accordance with the most recent schedule of charges adopted by the Board of Selectmen.
- E. The Commission shall review the permit and connection fees at least every three years. If the Commission believes adjustments in the water and/or sewer connection fees are warranted, they shall make recommendations to the Board of Selectmen for such adjustments.

SECTION 5. REFUNDS

- A. At the sole option of the Town, the connection permit and fee may be canceled and refunded, or subject to change, if the service connection is not completed within nine months from the date of application for the water and/or sewer service.
- B. If the service connection permit has been canceled and refunded for any reason, the applicant shall pay new connection fees according to the applicable schedule in effect at the time of the new application.

***** end *****



Colchester Sewer and Water Commission

Minutes of the May 12, 2016 Regular Monthly Meeting

And FY 2016-2017 Sewer and Water Operating Budget Public Hearing

**Municipal Office Complex
Colchester, Connecticut**

Members Present: S. Coyle, R. Peter, T. Hochdorfer, M. Cross

Members Absent: R. Silberman

Others Present: J. Paggioli (Public Works), Stan Soby

Public Hearing Portion:

1. **Call the Public Hearing to Order:** - Chairman Coyle called the Public Hearing to Order at 7:03 p.m. . The Public Hearing to gather public comments on the Proposed Colchester Sewer and Water Commission Fiscal Year 2016-2017 Operating Budgets. The expenditure portion of the Water section of the budget is set at \$951,127 and the Sewer section of the budget is \$927,550. The represents a 1.5% increase upon the water use rates and a zero percent increase upon the sewer use rates.
2. **Public Comment:** No members of the public attended or submitted comments.
3. **Hearing Closed:** Motion was made by R. Peter and seconded by T. Hochdorfer to close the Public Hearing. Motion passed 4-0. Chairman Coyle adjourned the Public Hearing at 7:05 p.m.

REGULAR Meeting Portion

1. **Call to Order-** Chairman Coyle called the meeting to order at 7:06 p.m.
2. **Approval of the Sewer and Water Commission March 9, 2016 Regular Monthly Meeting Minutes** – Motion to approve the minutes of the March 9, 2016 Regular Monthly Meeting Minutes as submitted, by R.Peter, second by T.Hochdorfer; Motion approved 4-0.

3. Citizen's Comments - None

4. Subcommittee Reports

A. Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other
Transfers – None.

Monthly Financials – Discussion.

Quarterly Billing –As of 4/30/16 we have collected 92.55% of the projected budget and we have billed out 100.6% of the “projected” FY 15-16 budget.

Disputes: None

5. Water Activities

A. Water Activities Report – March & April

- 1) Service Work: Mark outs (sewer along airline trail work force main & Lake Hayward Road), Samples, Finals. Profiles, Service Calls, Quarterly Readings, respond to 3 customers complaint issues.
- 2) New Developments. 95 Linwood Avenue cross-connection survey prior to C.O.'s , Northwoods, Settlers Green Research.
- 3) Water Hauling – Continuing.
- 4) Well 4 –Issue with pump shaft. On Hold.
- 5) Staff finished FY16-17 Budget.
- 6) Well 3A – RFP Development Engineering Services Work – Sanitary Backflow valve installation and drop manhole repair, Floor Drain issue (resolved). Test Results.
- 7) Main breaks: 0
- 8) Snow Operations (March)
- 9) April Hydrant and Main Flushing Completed
- 10) Plant generator gasket leak repair.
- 11) Aeration Tower Fan motor bearing assembly, Repaired April.
- 12) Annual Consumer Confidence/Water Quality Report completed –mailed in April Bill.

Mr. Paggioli mentioned that in the next month that the cross connection inspection for the system is required to be conducted and this being the 5th year, all customers subject to the State of Connecticut DPH regulation would be required to be inspected. The Commission advised that a warning/explanation letter would be a good means to make the customers subject to inspection aware of their obligation for inspection. Mr. Paggioli agreed and will have the letters prepared and sent prior to the commencement of the inspections.

B. Water Projects Status –

- 1) Budget submitted. Review of AlphaQ, various building permits, Settler's Green, Hydraulic Considerations.

6. Sewer Activities

A. Joint Facilities Report – March meeting brought the J.F. Committee up to date on PCB remediation issue of former tank.

B. Sewer Activities Report – No unusual activity with Colchester Collection system.

C. Sewer Projects Status – RDT Project. Further testing indicated that there were no other paint samples on the tank that tested positive for PCB. The March meeting an issue regard a potential cost extra for concrete infill was brought up. The former tank was only anchored by a poured concrete curbing, and the new RDT will require a level surface to ensure centrifical forces are stabilized when the unit is in operation. Management will determine the extra cost and proceed.

7 Old Business

A) RFP 2015-16 Engineering Services Well 3A Project – Wetland delineation completed, geo-probe of environmental review conducted. Results indicated no VOC with exception of one probe with small piece of asphalt within sample fill. . Sanitary drop manhole required repair of the drop within the manhole, and the sewer lateral backflow check valve has been designed for installation April Check valves installed. Survey Field Work completed,

B) FY 2016-2017 Water and Sewer Operating Budget-See package. Highlights: Water; a 1.5% increase of water use fees. Adequate Capital Funding and contingency. Sewer; Use of Fund balance for vehicle purchase and operational expenses only included. Capital Expenses at Joint Facility to be addressed after from existing Capital Funds, no rate increase proposed.
(Following the Public Hearing with no public comment made, the Commission approved to forward the Budget forward for adoption to the Board of Selectmen) **Motion was made to recommend for adoption, to the Board of Selectmen the FY 2016-2017 Sewer and Water Operating Budget as presented at the Public Hearing dated 5-12-2016. The expenditure portion of the Water section of the budget is set at \$951,127 and the Sewer section of the budget is \$927,550. Motion by R.Peter, second by T.Hochdorfer, Motion passed 4-0.**

8 New Business –

A) Discussion of Settler's Green Force Main on Route 16. – The Settlers Green proposed mix use development required as part of its approval the installation of a pump station (private) and force main running approximately 1500 feet within Lebanon Avenue (Conn. Route 16). Town approval P&Z was granted in 2009. The premises has already been included within the sewer service area of the town. Notes clearly listed on the plans indicate that the force main will require the Town and State of Connecticut Department of Transportation approval. The developer has applied to ConnDOT and DOT will not approve a private force main within the state right of way. A sample of a working draft of the Portland WPCA and St Clements agreement was included within packet. Discussion occurred to pursue if the Commission wishes to allow for an agreement similar to Portland WPCA has with St. Clements for their new force

main or other alternative. Regard for protection of the existing rate payers in relationship to long term maintenance issue. Mr. Charlie Dutch and Mr. Rodney Goldberg were present in regard to a potential project located to the northeast of the site. The Commission inquired with regard to potential issues involving pump station maintenance and force main financial obligations. In general, with specific agreement language crafted to protect the rate payers and Town, the Commission would generally be in favor of allowing for the force main ownership of the force mains from these two properties located within the State Right of Way only. Final recommendations would have to be determined upon design and agreement document creation and review. At which point the issues would be required to be recommended to the Board of Selectmen, since the Board is the WPCA of the Town of Colchester.

9. **Executive Session** – Pending Legal Issue. Motion was made to enter Executive Session by R. Peter, seconded by T. Hochdorfer and to invite Mr. Paggioli, Motion Passed 4-0. The Commission entered session at 8:15 p.m. The Commission exited Executive Session at 8:25 p.m.
Motion was to Appropriate \$12,500.00 from the Water Capital account in order to settle all claims in regard to extra work conducted by Marcel Payuer in regard to the Elmwood Heights Tanks Recoating project and to obtain a release from Marcel Payuer for any and all past or future claims in regard to the completion of the project and extra costs claimed. Motion by R. Peter, seconded by M. Cross. Motion passed 4-0.
10. **Adjourn** - Motion to adjourn, by T. Hochdorfer, second by R. Peter; Motion approved 4-0. Chairman Coyle adjourned the meeting at 8:29 p.m.

Respectfully submitted,
James Paggioli, L.S.